

AGENDA
CITY COUNCIL
Tuesday, December 01, 2020
9:00 AM

The regular meeting of the City Council will be held on December 01, 2020 at 9:00 AM in the City
Council Chambers
455 N. Main Street, Wichita, KS 67202.

OPENING OF REGULAR MEETING

Call to Order

Invocation and Pledge of Allegiance

Approve the minutes of regular meeting on November 24, 2020.

Proclamations:

Sock It Wichita Day
FactsNotFear Covid-19 Awareness Day

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a “first-come, first-served” basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda.

Rules of decorum as provided in this code will be observed.

1. Shukura Sentwali - Banning chokeholds and related excessive force.

II. CONSENT AGENDA ITEMS 1 THROUGH 11

NOTICE: Items listed under the “Consent Agendas” will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the “Consent Agendas” and considered separately (The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see “ATTACHMENT 1 – CONSENT AGENDA ITEMS” for a listing of all Consent Agenda Items.

COUNCIL BUSINESS

III. BOARD OF BIDS AND CONTRACTS

1. Report of Board of Bids and Contracts dated November 30, 2020.

RECOMMENDED ACTION: Receive and file report, approve the contracts and authorize the necessary signatures.

IV. UNFINISHED COUNCIL BUSINESS - NONE

V. NEW COUNCIL BUSINESS

1. Year-end Budget Adjustments

RECOMMENDED ACTION: Approve the budget adjustments, authorize the project budgets and transfers, approve the bonding resolution, and authorize staff to take appropriate actions to implement the City Council action.

[Agenda Report No. V-1](#)

[Resolution No. 20-388](#)

2. Substantial Amendment to the 2019-2023 Consolidated Plan and 2020-2021 Annual Action Plan.

RECOMMENDED ACTION: Close the public hearing and approve the Substantial Amendment to the 2019-2023 Consolidated Plan and the Substantial Amendment to the 2020-2021 Annual Action Plan, and authorize the necessary signatures.

[Agenda Report No. V-2](#)

[Third Substantial Amendment_2019-2023 Consolidated Plan Executive Summary.docx](#)

[First Substantial Amendment to the Second Program Year Annual Action Plan \(2\).docx](#)

3. CARES Act Funding Allocation.

RECOMMENDED ACTION: Approve the funding recommendation, and authorize the funding agreements and necessary signatures.

[Agenda Report No. V-3](#)

[316 Hotel - Acq-Rehab, LD appvd, ms final rev..docx](#)

[316 Hotel Overflow Shelter Support II.docx](#)

4. Water and Sewer Rate Relief Program.

RECOMMENDED ACTION: Approve the 2020 Rate-Relief Program, approve future annual, rate-relief programs if funding is available in that same year, and approve any necessary budget adjustments.

[Agenda Report No. V-4](#)

5. 2021 Water and Sewer Rate Adjustments.

RECOMMENDED ACTION: Approve the combined 5.17% rate adjustment for 2021, place the ordinances on first reading, and authorize the necessary signatures.

[Agenda Report No. V-5](#)

[Ordinance 51-382](#)

[Delineated Ordinance 2021 Sewer Rate](#)

[Ordinance 51-383](#)

[Delineated Ordinance 2021 Water Rate](#)

6. Paving Improvements to 13th Street North, Ridge to Tyler. (District V)

RECOMMENDED ACTION: Approve the project, petition and budget, adopt the resolutions, and authorize the necessary signatures.

[Agenda Report No. V-6](#)

[Supporting Documents](#)

[NWHS Sales Tax.docx](#)

[Resolution 20-382](#)

7. Contract for Site-wide Monitoring for North Industrial Corridor (NIC) Groundwater Contamination Site Project. (Districts I, III, and VI)

RECOMMENDED ACTION: Approve the contract with SCS Engineers, and authorize the necessary signatures and budget adjustments.

[Agenda Report No. V-7](#)

[Contract](#)

[203263 - EXHIBIT B - TABLE 1A.pdf](#)

[203263 - EXHIBIT B - TABLE 1B1.pdf](#)

[203263 - EXHIBIT B - TABLE 1B2.pdf](#)

8. Resolution Adopting the Wichita Transit Transportation Agency Safety Plan.

RECOMMENDED ACTION: Approve the proposed resolution adopting the Wichita Transit Public Transportation Agency Safety Plan and authorize the necessary signatures.

[Agenda Report No. V-8](#)

[Public Transportation Agency Safety Plan - 11.18.2020.docx](#)

[Resolution 20-383](#)

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

VI. NON-CONSENT PLANNING AGENDA - NONE

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. A Housing Member is also seated with the City Council.

VII. NON-CONSENT HOUSING AGENDA - NONE

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VIII. NON-CONSENT AIRPORT AGENDA - NONE

COUNCIL AGENDA

IX. COUNCIL MEMBER AGENDA - NONE

X. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

ATTACHMENT 1 - CONSENT AGENDA ITEMS 1 THROUGH 11

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Applications for Licenses for Cereal Malt Beverages:

- a. Applications for Licenses to Retail Cereal Malt Beverages:

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.

2. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.
[PEsforCC_12-01-20.pdf](#)

- b. Preliminary Estimate for water improvements to serve Emerald Bay 4th Addition (District VI)

RECOMMENDED ACTION: Receive and file.
[PE COVER SHEET NTBA Emerald Bay 4th.doc](#)
[PE- NTBA Emerald Bay 4th.doc](#)

3. Petitions for Public Improvements:

- a. Petitions for Improvements to Serve Marinita 2nd Addition. (District II)

RECOMMENDED ACTION: Approve the petitions and budgets, adopt the resolutions, and authorize the necessary signatures.
[Agenda Report No. II-3a](#)
[Supporting Documents](#)
[Resolution 20-384 030675.docx](#)
[Resolution 20-385 030676.docx](#)
[resolution 20-386 085454.docx](#)
[Resolution 20-387 085656.docx](#)

4. Agreements/Contracts:

- a. Joint Funding Agreement with USGS for Equus Beds Aquifer.

RECOMMENDED ACTION: Approve the Joint Funding Agreements and authorize the necessary signatures.
[Agenda Report No. II-4a](#)
[21SEJFA01_JFA Equus Updated.pdf](#)
[21SEJFA02_JFA Cheney Updated.pdf](#)
[21SEJFA03_JFA Streamgaging Updated.pdf](#)

5. Design Services Agreements:

- a. Design Services Agreement for Sanitary Sewer Main Improvements to Serve Schulte-Johnson 2nd Addition. (District IV)

RECOMMENDED ACTION: Approve the design agreement and authorize the necessary signatures.

[Agenda Report No. II-5a](#)
[DSA.pdf](#)

Uncategorized Items:

6. Visit Wichita Reports.

RECOMMENDED ACTION: Receive and file.

[September Monthly Financial Report](#)
[Third Quarter Performance Report](#)

7. Amendment to Community Housing Development Organization Funding Agreements with Jakub's Ladder, Inc. (District I)

RECOMMENDED ACTION: Approve the contract amendments providing for additional HOME Investment Partnerships Program funding for the projects and extension of the dates for completion, and authorize the necessary signatures.

[Agenda Report No. II-7](#)
[Jakub's Ladder 2019 CSA 1st Amend - LD - 12-1-2020.pdf](#)
[Jakub's Ladder 2017 CSA 1st Amend LD, 12-1-2020.pdf](#)

8. First Reading of the Bond Ordinance to Issue Industrial Revenue Bonds (Douglas and Emporia – D&E QOZB, LLC) (District VI)

RECOMMENDED ACTION: Place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for TGC 125, LLC (Douglas and Emporia project) in an amount not to exceed \$20,000,000 and authorize the necessary signatures.

[Agenda Report No. II-8](#)
[Ordinance 51-384](#)

9. First Reading of the Bond Ordinance to Issue Industrial Revenue Bonds, Textron Aviation. (Districts II, III and IV)

RECOMMENDED ACTION: Place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds in an amount not to exceed \$61,500,000, release and convey the 2016 bond-financed property and authorize the necessary signatures.

[Agenda Report No. II-9](#)
[Ordinance 51-385](#)

10. Second Reading Ordinances:

a. Second Reading Ordinances (first read November 24, 2020)

RECOMMENDED ACTION: Adopt the ordinances.

[List of Second Reading Ordinances 12-01-2020.docx](#)

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

11. SUB2017-00031 -- Plat of North Forty-Fifth Addition Located on the South Side of West 45th Street North, One-Eighth Mile East of North Ridge Road. (District VI)

RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.

[Agenda Report No. II-11](#)

[North Forty Fifth -support docs -SUB2017 31.pdf](#)

II. CONSENT HOUSING AGENDA ITEMS - NONE

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. A Housing Member is also seated with the City Council.

II. CONSENT AIRPORT AGENDA ITEMS - NONE

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**City of Wichita
City Council Meeting
December 1, 2020**

TO: Mayor and City Council Members

SUBJECT: Year-end Budget Adjustments (All Districts)

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendations: Approve the budget adjustments.

Background: The COVID-19 pandemic significantly altered financial activity for the City of Wichita in 2020. The 2020 Revised Budget, which was approved by the City Council on August 11, 2020, included a \$12.7 million reduction in budgeted expenditures. The 2021 Adopted Budget was balanced, however, the financial plan projected deficits beginning in 2022. The Adopted Budget included reductions based largely on a list of 90 potential expenditure options that were first reviewed by the City Council in a workshop on May 25, 2020. The list included technical adjustments, changes in the use of certain funds, and adjustments with direct service reduction consequences.

Analysis: The 2020 budget process was complicated due to uncertainty as to the extent of COVID-19 related costs, and uncertainty as to the availability of any federal aid to offset those costs. As year-end approaches, staff recommends several budget adjustments to reflect actions necessary due to the pandemic, and to reflect priority issues arising from the pandemic. The recommended adjustments are outlined below:

Fire Department Wages – Direct wages for first responder personnel (firefighters) are eligible for CARES Act funding. When funding is awarded, staff will shift up to \$12.4 million in wages from the General Fund to the CARES Act grant and will adjust the General Fund Fire Department budget to reflect the shift.

Shift additional COVID-19 related costs to the General Fund - Since the pandemic began, staff isolated department specific pandemic-related direct costs in a separate account. Staff recommend that these costs be shifted back to departmental budgets, since the City’s CARES Act submittal process has been completed. An accounting structure in each departmental budget has been set up to continue separately tracking these costs. As of November 1, 2020, a total of \$2,801,106 in expenditures had been recorded. Of this amount, \$2,515,267 was from General Fund departments, with \$285,839 from enterprise funds. In November and December, additional COVID-19 related costs may be incurred and charged. Departmental budgets will be adjusted upward as necessary to provide expenditure authority to absorb these costs.

Transfer to project accounts - To mitigate COVID-19 community risks for both employees and residents, staff recommends shifting \$2,150,000 to project accounts. A total of \$150,000 will be allocated to City Hall modifications for residents accessing City Hall services, and for employees working in the building. The remaining funding will be available to create a homeless winter shelter and to subsequently convert this facility into permanent supportive housing.

Transfers to other funds – Staff recommends transfers from the General Fund to several other funds. These transfers will provide resources for technology to reduce touchpoints and improve efficiency, as well as transfers to offset projected increases in costs incurred or anticipated due to the pandemic. The

Year-end Budget Adjustments (All Districts)
December 1, 2020

recommendation includes shifting \$600,000 to the Innovation Fund, \$1,500,000 to the Pension Reserve Fund, \$100,000 each to the Economic Development Fund and the Parking Fund, and \$3,000,000 to the Budget Stabilization Fund.

Department Expenditure Adjustments - Expenditures in several departments are expected to exceed budgeted amounts by year-end. Police overtime expenditures are over budget. This has been reported in quarterly financial reports, and is due to activity this summer. In addition, the Police Department has a grant match requirement that must be completed by year-end 2020. Contractual expenditures in both the Fire Department and Park Department are projected to exceed budgeted amounts. These total adjustments are expected to be up to \$2,150,000. Funds will be shifted from other areas of the General Fund that have significant under-expenditures. These adjustments are consistent with the year end projections provided in the Third Quarter Financial Report.

Elimination of Rate Holiday for IT and Fleet charges - The 2020 Revised Budget includes the use of rate holidays for both IT and Fleet charges. To enhance both IT and Fleet's ability to provide sustainable services in the future without increasing internal charges to General Fund customers, staff recommends eliminating the 2020 budgeted rate holidays. Since this action will increase departmental spending to fund the internal charges, it may be necessary to increase departmental budgets for these line items (offset with other savings within each fund).

Reduction in Transient Guest Tax Transfer to the General Fund - The Transient Guest Tax Fund is a key funding source for cultural and tourism related expenditures. These expenditures are financed from the General Fund, and offset by transfers in from the Transient Guest Tax Fund. However, the pandemic has significantly impacted Transient Guest Tax revenue. To enhance the viability of this fund and its ability to finance cultural and tourism related expenditures in the future, staff recommend the budgeted transfer in to the General Fund in 2020 be reduced by \$1,278,691.

Financial Considerations: The recommended adjustments are necessary to close out City accounts as part of the year-end process, and are based on City priorities and actions related to responses due to the pandemic. The departmental adjustments are consistent with year end projections included in previous financial reports that have been provided to the City Council.

Legal Considerations: Based on AR 2.5, budget adjustments greater than \$25,000 require the approval of the City Council.

Recommendation/Actions: It is recommended that the City Council approve the budget adjustments, authorize the project budgets and transfers, approve the bonding resolution, and authorize staff to take appropriate actions to implement the City Council action.

RESOLUTION NO. 20-388

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

City Hall Access and Security Modifications

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$100,000** in accordance with plans and specifications therefor prepared under the direction of the Police Department and approved by the Governing Body; said plans and specifications to be placed on file in the office of the Chief of Police.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 1, 2020.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
December 1, 2020

TO: Mayor and City Council

SUBJECT: Substantial Amendment to the 2019-2023 Consolidated Plan and 2020-2021 Annual Action Plan

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing and approve the Substantial Amendment to the 2019-2023 Consolidated Plan and the Substantial Amendment to the 2020-2021 Annual Action Plan, and authorize the necessary signatures.

Background: Wichita is recognized as an entitlement city by the U.S. Department of Housing and Urban Development (HUD). This designation is based on a federal formula, which considers total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag. In order to receive federal funds under the Community Development program, entitlement cities must complete and submit a multi-year Consolidated Plan for HUD approval. Upon HUD's acceptance, cities submit one-year action plans for each year of the Consolidated Plan.

Specific entitlement funding sources covered by the Consolidated Plan include the Community Development Block Grant program (CDBG), the HOME Investment Partnerships Program (HOME Program), and the Emergency Solutions Grant program (ESG). The 2019-2023 Consolidated Plan, approved by the City Council on June 11, 2019, identifies the City's community development, housing and homeless needs and priorities and goals in connection with anticipated spending for the three entitlement grant programs over the five-year Consolidated Plan period. The 2020-2021 Annual Action Plan was approved by the City Council on July 21, 2020. The Plan identified programs and activities to be funded during the program year. The allocation amounts for the 2020-2021 program year, are as follows: CDBG - \$2,933,865, HOME Program – \$1,535,187, and ESG - \$246,609.

Analysis: The City's 2019-2023 Consolidated Plan and 2019-2020 Annual Action Plan were amended to include previously received Coronavirus Aid, Relief and Economic Security Act (CARES Act) CDBG funding (CDBG-CV) in the amount of \$1,725,897, and for CARES Act ESG (ESG-CV) funding in the amount of \$3,301,120. CDBG-CV funding must be used to prevent, prepare for, and respond to the coronavirus (COVID-19) public health emergency. ESG-CV funding must be used to prevent, prepare for, and respond to the COVID-19 public health emergency, among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. Substantial amendments to the City's 2019-2023 Consolidated Plan and 2020-2021 Annual Action Plan are needed in order to incorporate additional CDBG-CV funding the City will receive, in the amount of \$1,943,527, and to identify new projects and activities to be undertaken during the Consolidated Plan period.

Staff proposes to amend the plans to add the activity, "Acquisition and Rehabilitation" to accommodate acquisition of real property and existing buildings for the purpose of expanding homeless and domestic

violence shelter capacity, or to increase the supply of affordable rental housing units or permanent supportive housing.

Financial Considerations: There is no impact to the General Fund as a result of this action.

Legal Consideration: Substantial amendments to the 2019-2023 Consolidated Plan and the 2020-2021 Annual Action Plan are required in order to comply with federal regulations applicable to the City's entitlement grant programs.

Recommendation/Actions: It is recommended that the City Council close the public hearing and approve the Substantial Amendment to the 2019-2023 Consolidated Plan and the Substantial Amendment to the 2020-2021 Annual Action Plan, and authorize the necessary signatures.

Attachments:

Summary of the Substantial Amendment to the 2019-2023 Consolidated Plan and 2020-2021 Annual Action Plan.

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Language pertaining specifically to the Third Substantial Amendment to the 2019-2023 Consolidated Plan is underlined. All other text was from the original consolidated plan or subsequent substantial amendments.

Third Substantial Amendment

The Third Substantial Amendment to the 2019-2023 City of Wichita Consolidated Plan comes after the U.S. Department of Housing and Urban Development notified the City about a CARES third-round funding allocation of CDBG-CV totaling \$1,943,527. This substantial amendment includes identified community development needs as well as goals for activities and projects to be addressed during the Consolidated Plan period. Specific activities and projects designed to address Consolidated Plan goals are identified within annual action plans. The City proposes to add Acquisition and Rehabilitation of Existing Structures as an activity, to further address community development needs related to homelessness, domestic violence, and affordable rental housing. Specific projects and activities to be carried during the 2020, 2021, 2022 and 2023 Program Years. The proposed activities will increase homeless and/or domestic violence shelter capacity, as well as affordable rental housing units and/or permanent supportive housing, within the community. Rental Assistance and Income Payments are also proposed for eligible persons, in addition to other eligible activities that fall under the Coronavirus Aid, Relief, and Economic Security (CARES) Act in order to prevent, prepare for and respond to needs related to the Coronavirus public health emergency.

Coronavirus Aid, Relief and Economic Security (CARES) Act Substantial Amendment.

In September 2020, the City of Wichita received an allocation of CDBG-CV from the third-round of funding (CV3) totaling \$1,943,527 authorized by the Coronavirus Aid, Relief and Economic Security Act (CARES).

CDBG-CV funding must be used to prevent, prepare for and respond to the coronavirus pandemic (COVID-19). ESG-CV funding must be used to prevent, prepare for, and respond to COVID-19 among individuals and families who are homeless and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The Third Substantial Amendment to the 2019-2023 Consolidated Plan will add real property acquisition and renovation to augment activities to prevent, prepare for and respond to the Coronavirus public health emergency, with funding authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Real property acquisitions may include purchase of buildings that can be used for or converted to homeless shelters and/or permanent supportive multifamily housing. If approved new CDBG-CV funding will be used for acquisition, rehabilitation, and operating support. ESG-CV will be used for supportive services and possibly acquisition of structures suitable for domestic violence shelters. The original objectives and outcomes previously identified will continue.

Consolidated Plan activities will prioritize housing and community needs in the core areas of the City. Housing needs will be supported by developing and/or maintaining strong infrastructure to enhance the living and working environment in the City's core. Support for economic development is recognized an important component of the City's plan. In addition to the focus on the physical needs of the City's communities, the Consolidated Plan also recognizes and plans for the needs of the people who live and/or work in these areas. Specifically, the City will continue supporting services for the homeless, but will also support activities involving homes prevention and permanent housing solutions.

3. Evaluation of past performance

The City of Wichita has a history of successful administration of federal programs for housing, as well as community planning and development. This administrative capacity is firmly in place and will continue for future administration of Consolidated Plan funds and includes professional administration by City staff and through partnerships and contracts with community agencies. Results of the City's administration of programs funded with Consolidated Plan resources are reported using the Consolidated Annual Performance and Evaluation Report (CAPER) format and can be found on the City's website.

4. Summary of citizen participation process and consultation process

The proposed Third Substantial Amendment to the 2019-2023 Consolidated Plan qualifies for a five day comment period on the City's website, as newly proposed activities will utilize funding the City has received as a result of passage of the Coronavirus Aid, Relief and Economic Security (CARES) Act. Proposed acquisition and rehabilitation of existing structures will address the spread of COVID-19 by providing shelter and/or permanent housing to homeless individuals and families. The substantial

amendment is made available to the public at the same time as the the proposed substantial amendment to the 2020 Annual Action Plan for review and comment.

The Summary of Citizen Participation Process is attached in AD-25. The City amended its Citizen Participation Plan for an amendment or substantial amendment to a consolidated plan and or an annual action plan related to CARES Act CDBG and ESG funding or other and or other funding related to COVID-19 response or response to any disasters declared by the Federal government will require a comment period of five days, with associated plans or funding allocations to be posted on the City website.

Staff posted the CARES Substantial Amendment public notice and executive summary including proposed funding uses, the amended citizen participation plan, proposed uses of Emergency Shelter Grant funding, and the HUD Memorandum concerning available waivers of Community Planning and Development Grant Program and Consolidated Plan requirements to prevent the spread of COVID-19 and mitigate economic impacts caused by COVID-19 on the City website. The five day review and comment period began on May 25, 2020, and ended May 29. The Wichita City Council held a public hearing at its regularly scheduled meeting on June 2, 2020. No comments were received.

The City of Wichita believes that citizen participation is a vital component of the development of the Consolidated Plan, and that citizens should be involved in making decisions that directly affect their lives. Given the City's commitment to public participation, the Housing and Community Services Department followed its previously established Citizen Participation Plan (CPP), and utilized various media formats to engage the public in identifying needs and priorities. The design of the CPP ensures public input and participation at all levels of Consolidated Plan programming. Formats include traditional paper surveys, public meetings/hearings, and an electronic survey mechanism. These strategies ensure compliance with regulations and expectations described in Title 24 CFR 91.105 of the Housing and Community Development Act of 1974, as amended.

During the months of November and December of 2018, presentations were made to District Advisory Boards (DABs). DAB members represent a wide array of interests, including neighborhood groups and associations in each City Council district. DAB members and attendees were provided with an opportunity to provide comment relative to community needs and funding priorities. Approximately 100 citizens were in attendance for these presentations. Paper surveys were also distributed. Following these presentations, survey instruments and questionnaires were sent to human service agencies and various community stakeholders, to seek input. Beginning January 28, 2019, electronic surveys were made available through the City's website, through the month of May, 2019. Paper surveys were specifically mailed to public housing residents during the week of February 25, 2019. During the months of January and February, staff attended neighborhood meetings in order to provide information, surveys and an opportunity for citizens to provide comment regarding funding priorities.

5. Summary of public comments

Public comments on the Third Substantial Amendment will be posted here.

No comments have been received pertaining to the Second Substantial Amendment.

Housing and Community Services staff attended a total of eight public meetings between the months of November and March to solicit comment in connection with development of the 2019-2023 Consolidated Plan. In addition, a Social Media Town Hall was held on January 10, 2019. Surveys, both written and electronic were made available to citizens to complete. Following is a result of comments received:

Surveys:

- Youth crime prevention and enrichment activities including after school and mentoring programs for middle school youth overwhelmingly ranked highest, in terms of Public Services options.
- Street improvements were considered to be most important with respect to public infrastructure improvements. Citizens primarily mentioned streets, sidewalks and roads.
- Funding for economic development activities to provide needed goods and services in under served areas (i.e.; grocery stores) was indicated as a high priority
- With respect to housing, home repair needs for low-to-moderate income individuals and families was identified as most important.
- 67% of survey respondents indicated either disagreed strongly disagreed, or did not agree or disagree that the availability of affordable housing units in the City of Wichita meets the needs of the population.
- 94% of survey respondents indicated that it is important that people who work in Wichita should be able to afford to live in Wichita.
- Citizens indicated that homeless prevention activities are important and that more funding should be directed toward homeless prevention activities.

Public Meeting comments:

- Funding for Domestic Violence Shelter Services is important
- Too much funding has been spent on building houses
- There are too many jobs programs
- Sidewalks in neighborhoods need improvement'
- There should be program to provide instruction in home repair and how to be a good neighbor/homeowner
- More funding needed for affordable, accessible mental health services
- Concerns expressed about reduced funding for Home Repair

- After school programs for children and youth should continue to receive funding
- Infill housing activities carried out by non-profit organizations are valuable
- More funding for paving of dirt streets in low-income census tracts
- Provide bicycles for low-income citizens and more bike path infrastructure
- Funding needed to preserve public swimming pools
- Residents in the Planeview area expressed a desire for funding of programs for children and youth, before school/after school
- Infrastructure improvements needed for water drainage in dirt cul-de-sacs
- Residents wanted to see a Boys/Girls club and a Community Center in Planeview
- More lighting in park areas, playgrounds, and in areas adjacent to bike paths
- Dunbar McAdams neighborhood residents expressed a desire for single-family infill construction activity, as part of an effort to eliminate vacant lots
- More code enforcement needed

Social Media Town Hall:

- Several comments received regarding the way in which funding could be accessed
- Rehabilitate South Broadway corridor - "buy out" old hotels causing crime problems
- Increase and improve homeless shelter capacity
- Fund redevelopment of vacant commercial properties to provide for community centers
- Use Emergency Solutions Grant funding to engage homeless individuals/families living on the street
- Funding should not be used for general community improvements, such downtown development

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments and survey responses were accepted, regardless of source or content. Comments that referred to issues or services which could not be addressed through Consolidated Plan funding were, however, not included in the Consolidated Plan.

7. Summary

This proposed Third Substantial Amendment includes a new goal of Real Property Acquisition and activities for possible implementation during the 2019-2023 Consolidated Plan period.

This Second Substantial Amendment includes new goals and activities for possible implementation during the 2019-2023 Consolidated Plan period.

Coronavirus Aid, Relief and Economic Security (CARES) Act Substantial Amendment.

The proposed CDBG-CV and ESG-CV programs are designed to prepare for, respond to and prevent the spread of COVID-19.

The City's Housing and Community Services Department has prepared this Consolidated Plan for the strategic implementation and delivery of programs utilizing CDBG, HOME and ESG entitlement funding. Programs and services are designed to be responsive to the needs and priorities identified throughout the citizen participation process, and will include activities related to infrastructure improvement, housing, public services and needs of the homeless for five program years beginning July 1, 2019 through June 30, 2024.

As required, the City has also prepared an Annual Action Plan for the first program year, beginning July 1, 2019 and ending June 30, 2020. This plan allocated funding for projects and activities that address priorities identified in the Consolidated Plan.

The City of Wichita will receive a third-round allocation of CDBG-CARES funding in September 2020, totaling \$1,943,527. Proposed activities of this substantial amendment will prevent, prepare for and respond to the Coronavirus.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Language pertaining specifically to the First Substantial Amendment to the Second Program Year Annual Action Plan is underlined. All other text was from the original annual action plan.

This First Substantial Amendment to the 2020 Annual Action Plan covers the second program year of the City of Wichita's 2019-2023 Consolidated Plan period. The City of Wichita received \$1,943,527 in a third-round allocation of CDBG-CARES funding.

The 2019-2023 Consolidated Plan provides a basis and strategy for the use of federal funds allocated to the City of Wichita by the U.S. Department of Housing and Urban Development (HUD).

The City's Programs and activities identified in this Annual Action Plan are intended to primarily benefit low and moderate income residents throughout the City of Wichita and neighborhoods with high concentrations of low and moderate income residents, which will ultimately benefit the city as a whole. This Annual Action Plan includes activities designed to address community needs identified in the development of the Consolidated Plan, which were determined through citizen participation, public hearings, and consultations with other agencies, groups and organizations involved in the development of affordable housing, creation of job opportunities for low and moderate-income residents, and/or provision of services to children, elderly persons, persons with disabilities, and homeless persons. A complete draft of this Annual Action Plan was made available for public review and comment during the period of June 19, 2020, through July 18, 2020.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The proposed activities for the third-round allocation of CDBG-CV include acquisition and rehabilitation of an existing building that will serve as a 24-hour women's overflow emergency winter homeless shelter initially. This will expand non-congregate shelter during the pandemic and be repositioned as permanent housing and as a long term asset to expand housing resources for the homeless population in Sedgwick County. Rehabilitation of the building will allow it to be converted from a vacant hotel into a

multifamily studio apartment complex that will provide permanent supportive housing for homeless persons. Offices for case managers and common space will be built on the building's first floor. Emergency Solutions Grant-CARES will fund the first six months of the emergency shelter operations through June 30, 2021.

Other proposed projects to be undertaken during this second year annual action plan may include acquisition and rehabilitation of one or more structures suitable for sheltering victims of domestic violence.

Annual Action Plan activities will prioritize housing and community needs in the core areas of the City, as well as other needs identified in the development of the 2019-2023 Consolidated Plan. Housing needs will be supported by developing and/or maintaining strong infrastructure to enhance the living and working environment in the City's core. Support for economic development and small businesses is recognized as a component of the City's Annual Action Plan. In addition to the focus on the physical needs of the City's communities, activities stated within this Plan will also address the needs of citizens who live and/or work in these communities. Further, the City will continue supporting services for the homeless, but will also support activities involving homeless prevention and permanent housing solutions.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Wichita has a history of successful administration of federal programs for housing and community planning and development. This administrative capacity is firmly in place and will continue for future administration of Consolidated Plan funds and includes professional administration by City staff and through continued partnerships and contractual agreements with various service organizations. Results of the City's administration of programs funded with Consolidated Plan resources are reported using the Consolidated Annual Performance and Evaluation Report (CAPER) format, which is made available on the City's website.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Wichita Housing and Community Services staff consulted with HumanKind Ministries, Ascension Via-Christi Regional Medical Center, United Way of the Plains, Impact ICT Continuum of Care, and other departments within the City of Wichita.

The proposed First Substantial Amendment to the Second Year Annual Action Plan qualifies for a five-day comment period on the City's website, as the new proposed activities will be carried out with CARES Act funding to prevent, prepare for and respond to Coronavirus.

Citizen participation is a vital component of the process for development of the City's Consolidated Plan. In order to encourage citizens to be involved in making decisions regarding planning and funding of public programs and activities, the Housing and Community Services Department has developed a Citizen Participation Plan which uses various media formats to engage the public in identifying needs and priorities. All citizens are encouraged to participate in the development and review of Consolidated Plans and Annual Action Plans, including substantial amendments, and the Consolidated Annual Performance and Evaluation Reports (CAPER). Notices of public hearings and comment periods are published in the designated official newspaper or newspapers of general circulation, as well as a local community newspaper, The Community Voice, which has a large African-American readership. Notices of public hearings and comment periods are also advertised on the City's cable television channel, City-7.

Funded public service activities, including funding for domestic violence shelter services, youth crime prevention and enrichment, as well as HOME Investment Partnerships Program CHDO Set-Aside funding, involved the review of funding applications by a City Council-appointed Grants Review Committee (GRC), which includes representation from the six City Council districts, Unified School District 259, Wichita State University, large and small business, Wichita Independent Neighborhood Association, United Way of the Plains, and Sedgwick County. Applications for Emergency Solutions Grant homeless services and homeless prevention funding were carefully reviewed by the Wichita/Sedgwick County Continuum of Care Coordinating Team, with recommendations presented to the GRC. A public hearing was held on February 13, 2020, at which time funding applicants presented proposals to the GRC. Oral comments from the public were solicited.

A draft of the 2020-2021 Annual Action Plan was made available for public review and comment from June 19, 2020 through July 18, 2020. The Annual Action Plan was posted on the City of Wichita's website, at the Housing and Community Services Department's web page. The plan was also made available for viewing through the Office of Community Services' neighborhood centers, select branches of the Wichita Public Library system, the City Council office, and the Housing and Community Services Department's office, which is located on the 10th floor of City Hall, 455 N. Main.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

City of Wichita
City Council Meeting
December 1, 2020

TO: Mayor and City Council

SUBJECT: CARES Act Funding Allocation

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the funding recommendation, authorize the funding agreements and necessary signatures.

Background: Wichita is recognized as an entitlement city by the U.S. Department of Housing and Urban Development (HUD). This designation is based on a federal formula, which considers total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag. Specific entitlement funding sources covered by the Consolidated Plan include the Community Development Block Grant program (CDBG) and the Emergency Solutions Grant program (ESG).

As a result of passage of the Coronavirus Aid, Relief and Economic Security Act, (CARES Act), the City will receive a second round of CARES Act CDBG (CDBG-CV) funding, in the amount of \$1,943,527, in addition to previously awarded CDBG-CV funding in the amount of \$1,725,897, for a total of \$3,669,424. CDBG-CV funding must be used to prevent, prepare for, and respond to the coronavirus (COVID-19) public health emergency. The City has also received a total of \$3,301,120 in additional ESG funding, as a result of passage of the CARES Act. CARES Act ESG (ESG-CV) must be utilized to prevent, prepare for, and respond to the COVID-19 public health emergency, among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

To date, a total of \$751,399 in CDBG-CV funding has been obligated for domestic violence shelter, youth enrichment, enhanced internet access, food box delivery, outreach, and administration activities. A total of \$1,509,623 in ESG-CV funding has been obligated for motel vouchers, shelter support outreach, internships, caseworkers, landlord incentives and administration activities. The Housing and Community Services Department (HCSD Staff) has sought a project to leverage resources for immediate response to COVID-19, while providing a long-term asset in the City's fight against homelessness. Further, HUD has provided a series of regulatory waivers and flexibility to assist grantees in rapidly responding to COVID-19.

Analysis: Intrust Bank representatives recently approached HCSD staff regarding the sales listing of the 316 Hotel, which is located at 1011 N. Topeka. The hotel building was constructed in 1998, and consists of a total of 23,016 square feet, including 56 rooms and common areas. The site is zoned Limited Commercial, which permits emergency shelter and multi-family housing uses. The 316 Hotel building is currently owned by ADMJM WK1, LLC, a Kansas Limited Liability Company, subject to a ground lease held by Via Christi Hospitals, Inc. (Via Christi).

On September 21, 2020, HCSD staff met with all of the City's permanent supportive housing providers to discuss the possibility of acquiring the 316 Hotel for use as a winter shelter and conversion to permanent supportive housing for individuals experiencing homelessness. One organization, HumanKind Ministries, Wichita, Inc. (HumanKind), expressed interest in exploring the opportunity. HumanKind was originally

established in 1885 as the Wichita Ministerial Alliance, to help those in need in the community. The organization was renamed Interfaith Ministries of Wichita in the 1970's. In 2019, the organization was renamed HumanKind Ministries, embracing communities of all kinds in the work to help the homeless, those living in poverty, and the vulnerable in the community.

HumanKind provides both emergency shelter and permanent supportive housing within 10 existing properties. The organization's proximity to the 316 Hotel site provides economies of scale for property management and maintenance.

HumanKind proposes to purchase the 316 Hotel, subject to the existing ground lease for use as a 24-hour women's overflow winter shelter to expand non-congregate shelter during the COVID-19 public health emergency, and then reposition the facility as permanent housing as a long-term asset to expand housing resources for the homeless population in Sedgwick County. During the period of time that the building serves as a shelter, renovations will commence in order to convert the building into permanent supportive housing so the lease-up operations can begin on or about July 1, 2021. Renovation plans include replacement of the heating, ventilation and air conditioning system, electrical upgrades including a security system, replacement of plumbing fixtures, fire protection repair, the addition of kitchenettes to each of the hotel rooms, improvement of common areas and community space, parking lot upgrades, addition of a trash enclosure, and addition of office space to accommodate on-site management and the provision of case management and supportive services. Upon completion, a total of 56 studio apartment units will be available for qualifying homeless individuals. HumanKind will provide supportive services for the tenants, and will employ on-site property management and security patrols. The organization can apply to the Wichita Housing Authority for a Project Based Voucher rent assistance contract with a term of up to 20 years, to provide Section 8 rent assistance for residents and generate long-term operational income for the project. Monthly rent amounts will not exceed payment standards established for the City's HCV program, approximately \$600 per month.

HumanKind has requested funding from the City in the amount of \$4,076,000 for the proposed project, to include purchase of the building subject to the existing ground lease, renovation costs, and operating support for a period of two years. The organization has also requested funding in the amount of \$194,905 for operational support, for the emergency overflow winter shelter services to be provided. A total of 75-100 individuals (unduplicated) are anticipated to be provided with shelter services for a period of approximately six months. Staff recommends funding the requested amounts.

The proposed project is consistent with the City's Comprehensive Housing Policy, specifically, the components related to affordability and availability. The project to be undertaken will also be in accordance with the departmental goal to increase the supply of housing in order to maintain affordability for residents earning 80 percent or less of the area median income. The area median income is currently \$72,625, for a family of four.

Financial Considerations: The total project cost for the multi-family component is estimated to be \$4,276,000, which includes \$2,610,000 in acquisition costs, \$1,600,000 in rehabilitation costs, and operating support for a period of two years, in the total amount of \$66,000. The project also includes \$2,000,000 of City funding available in a project account, \$2,076,000 of City of Wichita CDBG-CV funding, and donations to be solicited by HumanKind, in the amount of \$200,000.

City of Wichita CDBG-CV and project funding will be provided in the form of an interest-free deferred payment loan secured by a leasehold mortgage on the real property, and will be forgiven after a period of 15 years from the date that multi-family housing operations begin, provided the building use does not change and the building is not sold prior to the end of the 15-year period. City of Wichita ESG-CV funding in the amount of \$194,905 is to be provided for the winter overflow shelter component, through June 30, 2020, in the form of a grant.

Via Christi has agreed to amend the ground lease in order to provide for an annual rent amount of \$1 per year, to be paid by HumanKind.

Legal Considerations: All funding agreements will be approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the funding recommendation, and authorize the funding agreements and necessary signatures.

Attachments:
Funding Agreements

CONTRACT AGREEMENT

between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

and

HUMANKIND MINISTRIES WICHITA, INC. (SUBRECIPIENT)

For

Acquisition/Rehabilitation; Multi-Family Housing

**Funded through the
Community Development Block Grant-CV (CDBG-CV) Program
Program Year 2020-2021**

Sally Stang, Director
Housing and Community Services Department
455 N Main Street
Wichita, Kansas 67202
Phone (316) 462-3725
Fax (316) 337-9103

**PART A
AGREEMENT**

THIS CONTRACT (hereinafter the “Agreement”) entered into this 1st day of December, 2020, and dated to be effective the 1st day of December, 2020, by and between the City of Wichita, Kansas (hereinafter the “City”) and HumanKind Ministries Wichita, Inc., (hereinafter the “Subrecipient” or “HumanKind”), located at 829 N. Market, Wichita, KS 67214-3519.

WITNESSETH THAT:

WHEREAS, the City of Wichita has entered into a funding Agreement with the United States of America for the Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution of projects and activities under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383, 42 USC. 5301 et. seq.) under the Community Development Block Grant (CDBG) Program hereinafter referred to as CDBG; and

WHEREAS, the City has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita pursuant to HUD for implementation of a CDBG-CV program, in order to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19); and

WHEREAS, the department of Housing and Community Services is authorized to act on behalf of the City in implementing this grant Agreement; and

WHEREAS, the cooperation of the City and the Subrecipient is essential for the successful implementation of a project under the CDBG-CV program; and

NOW, THEREFORE, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

1. SCOPE OF SERVICES

Scope of Services: The Subrecipient agrees to acquire, for a term of years, real property and improvements located at 1011 N. Topeka, Wichita, Kansas, 67214, subject to a ground lease (Ground Lease) executed by Kansas Inn Limited Partnership, a Kansas Limited Partnership (Tenant) and Via Christi Regional Medical Center, Inc. (Landlord) dated June 25, 1997, as amended February 21st, 2005 by the document entitled “First Amendment to Ground Lease” executed by the Tenant and the Landlord, and assigned by virtue of a document entitled “Assignment and Consent”, dated April 25, 2005, executed by the Landlord, The Kansas Inn Limited Partnership, a Kansas Limited Partnership (Tenant/Seller) and Anil Bhula and/or Assigns (Buyer) on April 25, 2005, as amended July 26, 2016 by virtue of a document entitled “Second Amendment to Ground Lease”, executed by Via Christi Hospitals Wichita, Inc. and ADMJM WK1 LLC (Tenant), assigned by virtue of a document entitled “Assignment and Consent to Ground Lease dated the ____ day of _____, 2020, executed by Ascension Via Christi as amended by virtue of a document entitled “Third Amendment To Ground Lease” executed by Ascension Via Christi Hospitals Wichita, Inc. (Landlord), ADMJM WK1, LLC, a Kansas Limited Liability Company, (Assignor), and HumanKind Ministries Wichita, Inc., a Kansas not for profit corporation (assignee) dated the ____ day of _____, 2020.

The subrecipient agrees to utilize the above described existing building to provide shelter for homeless individuals during a period beginning on or about December 19, 2020, and ending June 30, 2021, and to renovate said existing building in order to provide for 56 affordable studio apartment housing units, with said renovations to be commence on or about March 1, 2021, to be completed by no later than December 31, 2021, with initial lease-up activities to begin on that date. Said existing building located at 1011 N. Topeka, Wichita, Kansas is situated on the real property/land legally described as:

Parcel 1:

The Leasehold Estate created by that certain Lease made by Via Christi Regional Medical Center, Inc., as Lessor, and the Kansas Inn Limited Partnership, as Lessee, pursuant to the Ground Lease dated June 23, 1997, and as amended, notice of which is given by the instrument entitled “Memorandum of Ground Lease” filed June 25, 1997 on Film 1702, Page 1486; and as assigned, demising and leasing for a term of years; the following – described premises, to wit:

A tract of land being parts of Lots 2, 4, 6, 8, 10, and 12, Topeka Avenue, Bentley’s Addition to the City of Wichita, Kansas, and part of Lots 19, 21 and 23, Topeka Avenue, and part of the vacated alley, Millers Addition to the City of Wichita, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of Lot 12 in said Bentley’s Addition: thence westerly on the North line of said Lot 12, a distance of 8.00 feet to the point of beginning; thence continuing westerly, in said North line, a distance 140.75 feet; thence southerly, parallel with the East line of said Bentley’s Addition and Millers Addition, a distance of 203.7 feet to a point in the vacated alley in said Millers Addition; thence easterly, parallel with the

North line of said Lot 12, a distance of 140.75 feet; thence northerly, a distance of 204.7 feet to the point of beginning.

Parcel 2:

A non-exclusive easement for the benefit of Parcel 1 as created by the instrument dated June 25, 1997 and recorded June 25, 1997, on Film 1702, Page 1490, for ingress and egress purposes over:

A tract of land in Millers Addition to the City of Wichita, Kansas Sedgwick County, Kansas, described as follows:

Beginning at a point on the East line and 9.0 feet south of the Northeast corner of Lot 21, Topeka Avenue, in said Millers Addition; thence west, parallel with the North line of said addition, 8.0 feet; thence north parallel with the East line of said Addition, 30.0 feet to a point in Lot 19 of said addition; thence east, parallel with the North line of said addition, 8.0 feet to a point in the East line of said Lot 19; thence south along the East line of said Lots 19 and 21, 30.0 feet to the point of beginning.

Parcel 3:

A non-exclusive easement for the benefit of Parcel 1 as created by the instrument dated June 25, 1997, and recorded June 25, 1997, on Film 1702, Page 1490, for ingress and egress purposes over:

A tract of land in Millers Addition to the City of Wichita, Kansas, Sedgwick County, Kansas, and Bentley's Addition to Wichita, Kansas, Sedgwick County, Kansas described as follows:

Beginning at the Northeast corner of Lot 12, in said Bentley's Addition; thence west, on the North line of said Lot 12; 148.75 feet; thence south, parallel with the East line of said Bentley's Addition and Millers Addition, 185.7 feet to a point in the vacated alley in said Millers Addition; thence West, parallel with the North line of said Lot 12, 27.0 feet; thence north, parallel with the East line of said Millers Addition and Bentley's Addition, 228.7 feet to a point in Lot 15, of said Bentley's Addition; thence east, parallel with the North line of said Lot 12, 175.75 feet to a point in the East line of Lot 16 of said Bentley's Addition; thence south along the East line of Bentley's Addition, 43.0 feet to the point of beginning.

Upon completion of acquisition, the Subrecipient, shall assume responsibility for the implementation of actual operation of the homeless shelter services described herein, as well as renovation of the building, during the period December 10, 2020 through June 30, 2021, and then actual operation of a 56-unit multi-family apartment facility on July 1, 2021, with initial lease-up activities to begin on that date, and shall perform services in a satisfactory and proper manner as determined by the City and as outlined per PART B.

Tenants leasing apartments units in the completed apartment facility must be homeless, as defined in this agreement, at time of initial lease-up. Tenant household income must be recertified annually thereafter, in order to ensure continued low-mod income eligibility.

1. Revision of Scope: The performance criteria and objectives may be modified, revised or amended upon the joint written consent of the parties. The City may revise the approved objectives, accomplishments, and budget items in PART B and C when necessary. The Subrecipient may request a budget revision at any time throughout the duration of this Agreement. However, prior to any purchases under the new budget, the City must approve the revision in writing. Approval may be in the form of a letter, a fax, or an email.

2. COMMENCEMENT AND COMPLETION

1. Time of Performance: The services of the Subrecipient are to commence as soon as practicable on or after the date of this contract. Shelter Services will commence on or after December 19, 2020, but in any event, no later than January 15, 2021, and shall cease on or before June 30, 2021. Construction/renovation activities will begin no later than March 1, 2021, and shall be undertaken in such sequence as to assure their expeditious completion in light of the purposes of this contract by December 31, 2021. All expenditures associated with implementation of construction/renovation must be submitted for payment by January 31, 2022. The property will be operated as affordable, multi-family housing for a period of at least 15 years, beginning July 1, 2021, the date lease-up activities must begin.
Disbursement Close-out Period: The Subrecipient has 30 days following the performance of its construction/renovation activity during which to conduct and complete disbursement close-out requirements associated with this Agreement. Final accomplishment and outcome reports related to construction/renovation are due to the City by January 31, 2022.
2. Contract Completion Date: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, the long term provisions of this agreement will end on a date 15 years following the date on which lease-up activities begin. A Certificate of Occupancy issued by the Metropolitan Area Building Construction Department, or other documentation acceptable to the City, will serve as verification of completion of construction.

3. AVAILABILITY AND USE OF FUNDS

Regulation for Use of Funds: The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Parts 570, other regulations governing the use of contract funds, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. ***It is the Subrecipient's responsibility to read, understand, and comply with these regulations.***

1. Uniform Grant Administrative Requirements and Cost Principles: During the administration of this contract, the Subrecipient shall comply with, and adhere to:
 - a. 2 CFR Chapter II Part 215; and
 - b. 2 CFR Chapter II Part 230

2. Total Payments and Disbursements: Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed \$4,076,000 (\$2,076,000 of CDBG-CARES for acquisition, construction/renovation activities and operational expenses, and \$2,000,000 of other City of Wichita designated funding). Funding provided for the acquisition of the existing improvements/buildings subject to the Ground Lease described in Section 1 of this Agreement may be disbursed in advance of the closing date, but must be disbursed to an escrow maintained by a licensed real estate settlement agent, subject to City staff review and approval of settlement statements, the title commitment or title work obtained for said purchase, and/or other documentation as requested by the City. Construction/renovation expenses must be drawn on a monthly basis, based on actual construction progress, as described in Part B, hereto. At the sole discretion of the City, any funds provided under this Agreement for construction/renovation that are unexpended as of January 1, 2022 may be de-obligated from this Agreement and made available for other eligible projects, as determined appropriate by the City. Funding for operations expenses may be disbursed on an annual basis, with the first disbursement to occur on June 30, 2022, in an amount not to exceed \$33,000, if needed, and the second disbursement to occur June 30, 2023, in an amount not to exceed \$33,000, if needed. Disbursements for operations expenses must be justified by project financial statements and expense reports to be provided by the Subrecipient, and must reflect negative net income from operations. Any funds provided under this agreement for operational expense support that are unexpended as of July 1, 2023 may be de-obligated from this Agreement and made available for other eligible projects, as determined appropriate by the City. The Subrecipient will execute and deliver to the City, at the time of acquisition of the described real property, a Promissory Note and Mortgage in the forms attached to this Agreement as Parts D and E, acknowledging that it is indebted to the City for the amount and according to the terms set forth in such Promissory Note and Mortgage.
3. Construction Payment Requests: With respect to construction/renovation, payment of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in Part B, hereto, and will be disbursed based on construction progress and percentage completion. The City agrees to disburse funds to the Subrecipient for such costs, and payment shall be made upon receipt of a form acceptable to the City, with documentation acceptable to the City, accompanied by a monthly progress report from the Subrecipient describing construction progress, once construction activities commence. All other requests for reimbursement must be accompanied by invoices or other supporting documentation deemed to be acceptable by the City. Requests for Reimbursement must be submitted on a monthly basis.
4. Double Reimbursement: The Subrecipient must not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue. The City must ensure that no duplication of benefits (DOB), as defined in the Housing and Community Development Act of 1974 (as amended), 24 CFR Parts 570 occurs. A DOB occurs when any subrecipient receives funding assistance from multiple sources of funding for the same expenses. Federal law prohibits agencies administering federal funds from providing assistance to any person, business concern, or other entity for any part of such loss as to which he has received financial assistance under any other program or from

insurance or any other source. If the City determines that a DOB has occurred, funds must be recaptured that are in excess of need and duplicate other assistance received by the beneficiary for the same purpose. The Subrecipient must submit the Duplication of Benefits Certification, PART F, with the Requests for Reimbursement by the 15th day of the month following the month during which the expenditure was paid.

5. Restriction on Disbursements: CDBG funds shall not be disbursed to a Subrecipient or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this Agreement. Disbursements may be suspended or terminated under this Agreement upon refusal to accept any additional conditions that may be imposed by the City at any time or if the entitlement funds to the City of Wichita under the Federal Act(s) are suspended or terminated.
6. Withholding Payments: All payments to the Subrecipient are subject to the Subrecipient's compliance with this Agreement. Any breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.
7. Closeout Reimbursement: Closeout billings for construction/renovation activities must be submitted by July 31, 2021. If not submitted, the unexpended funds shall revert to the City of Wichita.

4. USE AND DISPOSITION OF PROPERTY

1. Disposition of Expendable/Non-Expendable Personal Property: This contract provides for the payment of acquisition expenses associated with the real property located at 1011 N. Topeka, and payment of construction costs incurred in connection with the renovation/rehabilitation of the existing real property located at 1011 N. Topeka, in order to provide 56 units of affordable housing. Ownership of any real estate property and/or buildings renovated/rehabilitated with funding provided under this agreement may not be sold or otherwise transferred, without approval of the City Council of the City of Wichita.
2. Disposition of Real Property: See 4.1 above.

5. ASSIGNMENTS

1. Assignability: Neither the City nor the Subrecipient shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.
2. Subcontracting/Third Party Contracts: The Subrecipient agrees to furnish the City with a copy of any and all third party contracts that it executes in the performance of the work to be undertaken within the scope of this Agreement.

The Subrecipient agrees to incorporate or cause to be incorporated in all third party contracts or subcontracts funded under the CDBG program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third party contract that is not in accordance with the outlined budget in this Agreement shall be subject to the advance,

written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Subrecipient.

6. AUDITS AND INSPECTIONS

1. Audits and Inspections: The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Controller of the City of Wichita. Subrecipient personnel will make available to City staff and any other auditor authorized by the City, all program and accounting records and financial statements needed to meet the requirements of 2 CFR 200.300 through 200.309 and Subpart F. If any portion of the funds approved by this contract is subcontracted to other organizations for the delivery of objectives and criteria, the Subrecipient will ensure that the fiscal and performance records of the subcontractor will be available for inspection by Comptroller Office personnel or duly authorized auditors; by including appropriate clauses in all of its subcontracts.

Subrecipients that expend \$750,000 or more during the fiscal year in Federal Awards must have a single audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F. Single audit requirements will remain in effect until all sub-award funds are expended and audited.

Any Subrecipient receiving less than \$750,000 in Federal funding shall not be required by the City to undergo an annual independent audit of the CDBG expenditures under this Agreement. Furthermore, no expenditures with respect to any such audit undertaken by the Subrecipient of its own initiative shall be chargeable to the funds under this Agreement. All audit reports are due on or before one year after the close of the program year. Before the due date, the Subrecipient should submit to the City (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to the Subrecipient to approve or disapprove the request.

7. SUBRECIPIENT RESPONSIBILITIES

1. Compliance with Laws: All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments. Further, the Subrecipient agrees to perform services pursuant to the provisions of this contract and Federal and City regulations, rules and policies and special assurances included therein.
2. Non-Municipal Personnel and Services: All services required herein will be performed by the Subrecipient under the direction of its Board of Directors or other governing body. Any services outside the budget line or the Scope of Services which the Subrecipient deems necessary to assign to a subcontractor, must first have written approval from the City unless otherwise specified in PART B.

8. DOCUMENTATION AND RECORD KEEPING

1. Establishment and Maintenance of Records: The Subrecipient shall establish and maintain records as prescribed by HUD and/or the City, with respect to all matters covered by this contract.

2. Record Requirements: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 and 570.507, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities and all program participants;
 - d. Records which demonstrate compliance with the requirements in 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG assistance;
 - e. Records that demonstrate compliance with citizen participation requirements;
 - f. Records which demonstrate compliance with requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing;
 - g. Records documenting compliance with all Federal Fair Housing and Equal Opportunity regulations in the use of CDBG funds;
 - h. Financial records that document all transactions and that can be properly documented and audited, as required by 24 CFR 570.502, and 2 CFR Chapter II Part 215;
 - i. Agreements and other records related to lump sum disbursements to private financial institutions for financing rehabilitation as prescribed in 24 CFR 570.513;
 - j. Other records necessary to document compliance with Subpart K of 24 CFR 570;
 - k. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents;
 - l. Copies of all third party or subcontracts; and
 - m. Detailed records on Subrecipient's organization, financial and administrative systems, and the specific CDBG-funded project(s) or activities.

Please note that the above descriptions are brief and provide only a summary of the records the Subrecipient is required to maintain. The Subrecipient must consult 24 CFR 570.506 for a detailed description of the required records.

3. Retention: In accordance with 24 CFR 91.105(h), citizen participation requirements, the Subrecipient must retain all financial records, supporting documents, statistical records, and all other records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by HUD for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report to the City of Wichita. Records for non-expendable property acquired with funds under this Agreement shall be retained for five years after final disposition of such property. If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the five year period, the records must be retained until completion of the action and resolution of issues which arise from it, or until the end of the five year period, whichever is later. All files and records will be made available during normal business hours and other reasonable times for review by the City or by HUD.

4. Documentation of Costs: All costs must be supported by proper documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.
5. Inventory Management: The Subrecipient must submit an annual statement identifying the status of all equipment and non-real property items purchased with CDBG funds by the contract termination date. The status report should inventory all equipment and non-real properties purchased with CDBG funds and state the condition of the equipment and its location.
6. Access to Records: The Subrecipient agrees that the City, HUD, or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project. The City reserves the right, on demand and without notice, to review all of the Subrecipient's files associated with this Agreement where payments are based on a record of time, salaries, materials, or actual expenses. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient; therefore, it is the Subrecipient's responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or HUD to ensure compliance with this Agreement and with all local, state, and Federal regulations.

9. PROGRAM EVALUATION

1. Performance Measures: During the entire term of this Agreement, the Subrecipient agrees to work diligently towards the objectives and projected accomplishments outlined in PART B, and to assist the City in demonstrating appropriate program benefits for the project activities implemented by Subrecipient. If it is determined that any of these objectives will not be completed within the identified timeframe, a request for an extension must be submitted to the City for consideration. However in no instance may accomplishment data reflect construction/renovation activity occurring after December 31, 2021. Such a request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can reasonably be accomplished. Failure to meet the objectives in PART B will represent grounds for imposition of sanctions as found in Section 11.2. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance.
2. Reporting: The Subrecipient is required to submit monthly performance reports as specified in PART B no later than the 15th calendar day following the start of the new month (unless otherwise specified), as well as other information and data required by the City to respond to current HUD regulations and for the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) and/or the Integrated Disbursement Information System (IDIS) project set-up and completion activities. Accomplishment and financial reports must be received before the City can honor requests for funds. As stated in Section 11.2, sanctions will be imposed upon the Subrecipient for failure to satisfy report due dates.
 - a. The City's Accomplishment Report form provided as PART G;

- b. A description of all project activities that have taken place during the reporting period, including all outreach activities and public participation events;
 - c. Photographs and newspaper/media clippings of progress to date, if applicable;
 - d. A description of any anticipated problems or obstacles, and a plan for how those future obstacles will be addressed;
 - e. A description of how objectives specified for achievement by that date have been met, OR a description of obstacles that have prevented those objectives from being met, how those obstacles are being addressed, and a new anticipated date of completion for those objectives;
 - f. A description and dollar amount of funds spent to date, and how much of those funds have already been reimbursed;
 - g. A description of the number and qualifying low to moderate income characteristics of persons or households assisted to date;
 - h. Other supportive information or documentation, as applicable; and
 - i. Any other reports or documentation as requested by the City or HUD.
3. Client Data: The Subrecipient agrees to maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, ethnicity, race, gender, age, head of household, income level, disability, homeless status, or other basis for determining eligibility, and a description of the service provided.
4. Accomplishment Reports: The Subrecipient agrees to submit project activity and progress reports to the City on a monthly basis and other reports as may be required or requested by the City or HUD. Accomplishment Reports will include, as applicable, at a minimum:
- a. A description of the number and qualifying low to moderate income characteristics of persons or households assisted with CDBG funds to date;
 - b. Other supportive information or documentation, as applicable; and
 - c. Any other reports or documentation as requested by the City or HUD
 - d. Any requirements listed in section 9.2 above
5. Final Accomplishment Reports Relating to Construction/Renovation: Final, year-end performance reports will also serve as the final project report, and will include, in addition to the requirements listed in items 9.2 and 9.4 above, a thorough assessment of the project, including successes and weaknesses; a comparison of projected accomplishments and objectives to actual accomplishments and goals achieved, including reasons for any discrepancies between the two; notation of any funds that were not expended and reasons why; total number and qualifying low to moderate income characteristics of persons or households assisted with funds or other resources leveraged by using other funds, including any donations that would not have been received without assistance; and identification of future related projects that may be eligible for assistance. This final report relating to construction renovation activities will be due January 31, 2022 or the date of final request for reimbursement, whichever is sooner. Periodic reporting on insurance, maintenance, occupancy, and tenant income certifications will be made as required by Part B hereto during the period following completion of construction/renovation activities.

10. PROGRAM MONITORING

1. General: City staff will evaluate progress based on the objectives, criteria, work schedule and budget in PART B, to determine if it is consistent with the initial purpose of the project, the City's strategies, comprehensive and neighborhood plans, and if it has a positive impact on the City and its neighborhoods. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel. This includes, but is not limited to, performance records and interviews with the Subrecipient staff and project participants, as required by the City.

City personnel will also make field inspections at the office/job site(s) if:

- a. The Subrecipient fails to take recommended corrective action on two consecutive desk audits;
 - b. Projects are at high risk of error for activities that serve large number of people;
 - c. Projects are at high risk based on the amount of funds involved.
2. Financial Monitoring: City staff shall monitor, review, and evaluate the financial procedures of the Subrecipient through documents submitted to the City and on-site monitoring. The Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement.
3. Programmatic Monitoring: City staff shall monitor, review, and evaluate the Subrecipient. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

The Subrecipient shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.
4. Projects Involving Construction or Renovation: For all projects that include building construction or renovation, the construction/renovation must comply with the City building code and all zoning regulations.
5. Monitoring Letters and Reports: Written reports of the City's monitoring findings will be provided to the Subrecipient within 30 days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.
6. Subrecipient Response: The Subrecipient shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

11. TERMINATION, SANCTIONS AND CLOSEOUTS

1. Termination: In the event that the Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with 2 CFR 200.338 through 200.342. The City may also terminate this Agreement for convenience.

Furthermore, a portion of the funding to be made available by the City under this Agreement has been approved by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

In the event of termination of this Agreement by the City, due to Subrecipient noncompliance as set forth above, the Subrecipient shall refund to the City all unexpended monies provided under the Agreement. At the City's discretion, the Subrecipient may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

2. Imposition of Sanctions: The City reserves the right to impose sanctions on the Non-profit Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Non-profit Subrecipient to return funds already received, or barring the Non-profit Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the (1) City provides the Non-profit Subrecipient written notice of the alleged violation of a term of this Agreement or alleged failure to comply with any term of this Agreement which (a) provides a reasonable description of the alleged default or reason for proposed imposition of sanction; (b) demands a cure; and (c) provides a reasonable period of time within which a cure must be effected which is not less than five, nor more than fifteen, business days measured from the actual receipt of said notice; and (2) the Non-profit Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.

3. Closeout: The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, submitting final reimbursement request and final activity/progress report to the City, disposing of project assets (including the return of all equipment, program income balances, and receivable accounts to the City), and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Subrecipient.
4. Reversion of Assets: The Subrecipient agrees that upon termination of this Agreement by any means, all real property of a value in excess of \$25,000 under control of the Subrecipient by mortgage contract or otherwise, that is not titled in the name of the city and not so transferred, shall be treated as follows:
 - a. The real property shall be used, for the duration of a period of 15 years, beginning the date of commencement of lease-up activities, which must be July 1, 2021, and for such additional time as determined to be appropriate by the City, to meet the national objective of benefiting low to moderate income persons and/or preventing or eliminating slum or blight.

After satisfaction of the designated time period and an approved use, no payment is due.
 - b. In lieu of such use, the Subrecipient shall pay to the City an amount equal to the current fair market value of the property, less any portion of the value of the property attributable to expenditures of non-CDBG funds. These payments are Program Income when received.
5. Property of the City: Any data or material furnished by the City to the Subrecipient shall remain the property of the City, and when said data or material is no longer needed by the Subrecipient for the performance of this Agreement, it shall be returned to the City.

12. TAXES

1. Payment of Taxes: The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Subrecipient, and all such taxes shall be paid by Subrecipient; however, should the City nevertheless pay any such taxes, the Subrecipient shall immediately reimburse the City.

13. LAWS, REGULATIONS AND SPECIAL CONDITIONS

The information in this Article is included for the convenience of the Subrecipient and to inform the Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of funds makes them subject. ***For the actual regulatory or statutory requirements, the Subrecipient should consult the actual laws, regulations, and documents referenced in this Article.*** In addition to the other requirements set forth herein, the Subrecipient shall likewise comply with the applicable provisions of Subpart K of 24 CFR 570, in accordance with the type

of project assisted. All of the referenced regulations are available online, and upon request, the City may provide these materials to the Subrecipient.

1. Debarment and Suspension: In accordance with 24 CFR 24, the Subrecipient shall not employ or otherwise engage any debarred, suspended, or ineligible contractors or subcontractors to conduct any activities under this Agreement. The Subrecipient will consult appropriate references, including but not limited to the Excluded Parties Listing System website at www.sam.gov, to ascertain the status of any third parties prior to engaging their services. The Subrecipient will submit to the City the names of contractors and subcontractors selected under this Agreement, including a certification by the Subrecipient that it has determined that none of these entities are presently debarred, suspended, or ineligible.
2. Emerging Business Enterprises: If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact emerging, minority-owned, and women-owned business enterprises for a response to the solicitation or invitation for bidders. If utilizing a minority subcontractor, the Subrecipient shall summarize what portion of the project the minority subcontractor handled. At the end of the project, the Subrecipient shall submit a summary of all payments made to the minority subcontractor(s). The Subrecipient shall submit all necessary forms with quarterly reports to assure compliance with this requirement.
3. Building and Zoning Regulations and Permits: The Subrecipient agrees to comply with all laws of City of Wichita and the State of Kansas. In particular, the Subrecipient shall comply with all applicable building and zoning regulations. In addition, the Subrecipient shall obtain all necessary permits for intended improvements or building activities.
4. Environmental Review: In accordance with 24 CFR 570.604, the activities under this Agreement are subject to environmental review requirements. Such requirements may include, but are not necessarily limited to, activities related to historic districts and/or properties, floodplain management and wetland protection, noise, wild and scenic rivers, air quality, farmlands protection, environmental justice, airports, site contamination, and hazardous facilities. There shall not be any costs incurred or obligation of funds until such time as an Environmental Review (ER) is completed for each project (generally one per project). The ER shall be completed by the City. The Subrecipient also agrees to comply with the following regulations insofar as they apply to the use of CDBG funds:
 - a. Clean Air Act, 42 USC, 1857, et seq.;
 - b. Federal Water Pollution Control Act, as amended, 33 USC. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
 - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended;
 - d. National Environmental Policy Act of 1969; and
 - e. HUD Environmental Review Procedures (24 CFR 58).Subrecipient should note that completion of the ER is the City's responsibility. Nothing in this section or in any other part of this Agreement should be construed as relieving the City of this responsibility or placing this responsibility on the Subrecipient.

5. Fire Protection: The Subrecipient agrees to comply with the Fire Administration Authorization Act of 1992. This Act requires that existing dwelling units receiving housing assistance under this contract, including operating assistance, must be protected by hard-wired or battery-operated smoke detector(s) installed in accordance with NFPA 72.
6. Section 504 - Persons with Disabilities: The Subrecipient, in the implementation of projects funded by this Agreement and in all of its other operations, will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC. 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Subrecipient.
7. Discrimination Prohibited: No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. For purposes of this section, "project or activity" is defined as any function conducted by an identifiable administrative unit of the Subrecipient receiving funds pursuant to this contract.

The Subrecipient further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" as provided in Attachment A.

8. Nepotism: No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient. For the purposes of this section, "immediate family" includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild; "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the project.
9. Conflict of Interest: The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, In accordance with 24 CFR 570.611, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the project assisted under this Agreement.

10. Political Activity Prohibited:

- a. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.
- b. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, USC.

11. Lobbying Prohibited: None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas. The Subrecipient shall assure compliance with the regulations at 2 CFR 200.450 by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

The Subrecipient certifies to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

12. Faith-Based Activities: Subrecipient agrees to follow the regulations of 24 CFR 570-Faith-Based activities.

- a. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving CDBG funds shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- b. Organizations receiving CDBG funds may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

- c. A religious organization that receives CDBG funds will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, any CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- d. An organization that receives CDBG funds shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. CDBG funds shall not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to emergency shelter grants in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 2 CFR 200.311).
- f. If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

14. MISCELLANEOUS CLAUSES AND NOTICES

1. Findings Confidential: Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Subrecipient under this Agreement are confidential. The Subrecipient agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.
2. Dissemination of Information: The Subrecipient, at such times and in such forms as HUD and/or the City may require, shall furnish to HUD and/or the City, such statements, records, reports, data and information as HUD and/or the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Subrecipient under this contract, are confidential and shall not be made

available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in K.S.A. 45-201 et. seq.

3. Identification of Documents and Projects: All projects, reports, maps, news releases and/or other documents undertaken as part of this contract, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Wichita", then name of the Subrecipient, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: "The (preparation/funding) of this project, report, map, document, etc., was financed (in whole or in part) through a grant from the U.S. Department of Housing and Urban Development and the City of Wichita under the provision of Title I of the Housing and Community Development Act of 1974."
4. Training Required: It shall be the responsibility of the Subrecipient to participate in all appropriate training conducted by the department of Housing and Community Services or approved by the City of Wichita. The City shall provide timely notice of all training.
5. Copyrights: If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to HUD regulations. HUD and the City reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.
6. Patents: Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to HUD and the City for determination by HUD and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to HUD regulations.
7. Anti-Trust Litigation: For good cause, and as consideration for executing this contract, the Subrecipient, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Subrecipient pursuant to this contract.

15. SECTION 3 REQUIREMENTS

EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all

projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Subrecipient agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Subrecipient agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

16. FEDERAL LABOR STANDARDS PROVISIONS

Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Subrecipient and all contractors and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions.

The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Subrecipient shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

17. OTHER FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL CONDITIONS

- A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.
- B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.
- C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.
- D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.
- E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.
- F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

18. APPENDICES

All attachments referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Attachment A:	Revised Non-Discrimination and Equal Employment Opportunity Statement
Part A:	Agreement
Part B:	Performance Criteria/Objectives
Part C:	Budget Detail
Part D:	Promisorry Note
Part E:	Mortgage
Part F:	Duplication of Benefits Certification
Part G:	Accomplishment Report

[Rest of page intentionally blank]

19. AUTHORIZATION TO ENTER INTO CONTRACT

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient and to bind the Subrecipient to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

SUBRECIPIENT

Bill Williams, President/C.E.O. Date
HumanKind Ministries Wichita,
Inc.

CITY OF WICHITA

Brandon J. Whipple, Mayor Date

ATTEST:

Karen Sublett, City Clerk Date

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and Date
Director of Law

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Nondiscrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier;
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency.
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Part B
PERFORMANCE CRITERIA AND OBJECTIVES

SUBRECIPIENT: HUMANKind MINISTRIES WICHITA, INC. **DUNS #:** 113265607
CFDA NAME: COMMUNITY DEVELOPMENT BLOCK GRANT- CARES ACT

SUBRECIPIENT INFORMATION

ACTIVITY NAME: HumanKind Ministries Wichita, Inc.

PRESIDENT/C.E.O.: Bill Williams

CONTACT PERSON(S): N/A
ADDRESS (NOT PO BOX): 829 N. Market, Wichita, Kansas
ZIP + 4: 67214-3519
PHONE: (316) 264-9303

FUNDING SOURCES:

CDBG-CARES: \$2,076,000, including \$610,000 for Acquisition, \$1,400,000 for Construction/Renovation, and \$66,000 for Apartment Housing Operational Expenses

Other City of Wichita designated funding, \$2,000,000 for Acquisition

NATIONAL OBJECTIVE(S): ☒ Low/Mod Benefit ☐ Slum/Blight ☐ Urgent Need

OBJECTIVE CATEGORY: Decent Housing, Low-Mod Benefit

OUTCOME CATEGORY: Affordability

PROJECT ELIGIBILITY: According to 24 CFR Part 570.208(2)(a) this project qualifies, meeting the CDBG National Objective for limited clientele, as homeless individuals and families are presumed to be low-income. Rental apartment units are to be leased to homeless individuals or families, at time of lease-up, with income eligibility re-certified annually to ensure continued low-income tenant eligibility.

HOMELESS DEFINITION:

For the purpose of this contract, persons eligible to receive assistance due to being homeless must meet the following criteria for the category of literally homeless - an individual or family who lacks a fixed, regular and adequate nighttime residence as per the specific terms defined at 24 CFR Part 91.5.

CDBG CARES ACT:

This project is eligible for CDBG CARES Act funding, as providing shelter for otherwise unhoused homeless individuals and or families prevents the spread of COVID-19.

The Subrecipient agrees:

1. It is the principal administrative and coordinating agency for this project, contracting and/or subcontracting outside services, as may be necessary, subject to compliance with all applicable local, state and federal laws; and
2. It is the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of the contract entered into; and
3. It will maintain, during the term of this agreement, a filing with the Secretary of the State of Kansas as a not for profit corporation, or shall be designated a 501 (c)(3) tax-exempt organization by the Internal Revenue Service. Evidence of such status will be provided to the City upon request.
4. Sale, lease, transfer, assignment or conveyance of the real property/building/improvements described herein is strictly prohibited.

Participant Eligibility: According to 24 CFR Part 570.208(2)(a) this project qualifies, meeting the CDBG National Objective of Low-Moderate Income, for limited clientele, as homeless individuals and families are presumed to be low-income. The incomes of tenants continuing to lease units must be recertified, annually, to ensure low-mod income status.

Project Description: HumanKind Ministries Wichita, Inc., the Subrecipient, will undertake acquisition of the real property and existing building located at 1011 N. Topeka, Wichita, Kansas, 67214, so as to provide shelter for homeless individuals from on or about December 18, 2020, but no later than January 15, 2021, through June 30, 2021, and initiate construction/renovation activities in order to provide 56 fully renovated studio apartment units beginning March 1, 2021. Initial lease-up activities are to commence on July 1, 2021. At initial lease-up, tenants must be homeless, as defined in this agreement. All construction activities are to be completed by no later than December 31, 2021.

Project Content: The Subrecipient shall complete the following objective(s) in a manner acceptable to the City, in accordance with the schedule, budget and conditions detailed herein. The City reserves the right to revise or otherwise alter established objective(s) and criteria during the grant period in an effort to allow for meaningful project measurement and evaluation which will directly impact future funding recommendations.

Goal: Provide shelter to homeless individuals through June 30, 2021, and 56 fully renovated apartment units for individuals determined to be homeless, as defined in this agreements, as of initial lease-up, as defined in this agreement.

Project Administration: The Subrecipient Program Director will supervise operations and administration on a day-to-day basis.

Procurement Methods: The Subrecipient shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition. Additionally, procurement made with federal CDBG or CDBG-CV funds shall adhere to the standards set forth in 2 CFR Chapter II Part 215, including:

1. Maintaining a code or standard of conduct governing the performance of the Subrecipient's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
2. Advertising of procurement transactions as appropriate without regard to a dollar value in a manner allowing maximum free and open competition. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchase procedures defined in 2 CFR Chapter II Part 215.
3. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.
4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
5. The Subrecipient agrees to purchase services, goods and materials on an "as needed basis" and at the "lowest price obtainable".
6. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

Funding: It is mutually agreed by and between the City and the Subrecipient that the City will pass through to the Subrecipient no more than \$4,076,000 in CDBG, CDBG-CV and other funds for payment of eligible and necessary expenses, and the Subrecipient will provide 56 units of affordable housing for qualified income-eligible individuals and families for the period required

by this Agreement. Said funds will be used as set forth in the sections entitled Budget and Method of Payment. Any costs in excess of \$4,076,000 are the responsibility of the Subrecipient.

Budget: The City shall pay/disburse on behalf of the Subrecipient as hereinafter set out; the maximum of \$2,610,000 for Acquisition, \$1,400,000 for the construction/renovation activities described in this Agreement, and \$66,000 for project operational support. Funding under this Agreement shall be originally budgeted as detailed in PART C. Adjustments to budget line items and categories may be made with agreement by both parties to this Agreement.

Indirect Cost Rate: If the Subrecipient chooses to charge Indirect under this grant, and if approved by City of Wichita Housing and Community Services staff, the Subrecipient shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If the subrecipient has never received a negotiated indirect cost rate a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) may be used.

“Modified Total Direct Costs (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, and rental costs.

The indirect cost rate charged under this agreement is: N/A. In accord with 24 CFR 570.200(g), no more than 20% of the sum of any award shall be expended for planning and administrative costs.

Method of Payment: The Subrecipient agrees that payments under this Agreement shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and CDBG program.

1. The City and the Subrecipient also agree that the categories of expenditures and amounts are estimates and may vary during the course of the Agreement. Changes greater than \$25,000, other than those within the scope of this Agreement must be approved by the City Council.
2. The Subrecipient will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this Agreement will be retained in the Subrecipient's files for five (5) years after the final audit of expenditures made under this contract.

Accomplishment Reports, Financial and Client Files: The Subrecipient shall establish and maintain accounting and project records specifically for the federal funds awarded. Original documentation supporting all reimbursed expenditures and other project records will be retained by the Subrecipient for five (5) years after the final audit of expenditures made under this Agreement.

1. The Subrecipient must maintain records of persons served by race, ethnicity, and income. Such records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

2. Accomplishment reports must be submitted annually, by no later than July 15 of each year, in a format to be provided by the City, through July 15, 2036.
3. Requests for payment must be submitted by the 15th of each month following the month that expenditures are paid.
4. Records must be maintained documenting receipts of CDBG program income and expenditures of the same. Goods and services received as program income in lieu of cash must require valuation as an in-kind item with appropriate records maintenance and reporting in the same manner as other program income. Any CDBG attributable income generated by this program shall be retained to offset project costs. Donations to the project covered by this Agreement are not considered program income.
5. Additionally, a narrative or other description of progress may be required.

Project Evaluation: The City will evaluate this project based on the objective(s) stated in Part B. Failure by the Subrecipient to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Subrecipient on a pro rata basis with level of service. Subrecipient records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

It is mutually agreed and understood by the City of Wichita and the Subrecipient, that execution of this Agreement obligates the Subrecipient to the following performance requirements.

Unit Rent Amounts: Monthly rent amounts shall not exceed payment standards established for the City of Wichita's Housing Choice Voucher Program.

Inspection and Monitoring: The Subrecipient agrees to City inspection of all assisted units and common areas, following completion of construction/renovation activities, and annually thereafter, to ensure compliance with local housing standards.

Tenant Records: The Subrecipient shall maintain project/tenant records for a period of no less than five years.

Housing Standards: The Subrecipient must maintain the housing in compliance with local housing standards for the 15-year period.

Fair Housing: The Subrecipient agrees to comply with the Fair Housing and Equal Opportunity Act(92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Tenant Income Eligibility: The Subrecipient must certify the income of tenants annually, following initial occupancy. The Subrecipient shall utilize the definition of annual income described as the "Section 8" method.

Affirmative Marketing: The Subrecipient shall agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for the project. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the subrecipient will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Subrecipient's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period
3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.
4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing and Community Services Department.
5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.
6. The Subrecipient must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
7. The Subrecipient will retain copies of all documentation related to marketing efforts, and make available for City inspection.

Other Requirements: The Subrecipient must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

The Subrecipient agrees to execute a document placing deed restrictions and covenants against the property, as deemed necessary by City of Wichita Housing and Community Services staff, consistent with the intended long-term use of the real property and buildings.

Conditions Precedent to Construction:

The following matters **MUST** be completed before construction activities and related improvements begin:

1. The Subrecipient shall deliver to the City the documents and comply with the instructions listed below, and provide any other documents reasonably required prior to commencement of construction/renovation activities. When necessary, the Subrecipient shall also make the requisite filings of such documents with appropriate officials:
 - a. Construction permit and all other necessary permits for the construction of the project;
 - b. The executed Promissory Note and Mortgage in the forms attached as Parts D and E to this Agreement;
 - c. Certificates of insurance evidencing that the Subrecipient and all other parties have procured all insurance required by this Agreement;
 - d. A certificate by the Subrecipient that it has examined the land on which the project will be built and made all investigations reasonably necessary for the performance of its duties under this Agreement including obtaining the required zoning and environmental, historic preservation reviews, as approved by City staff.
 - e. If the project involves displacement of persons or businesses, the Subrecipient shall submit a Relocation Plan in conformance with the Uniform Relocation Assistance Act and obtain prior HUD and City approvals.
 - f. The construction budget shall be approved by the City.
 - g. The development plan shall be approved by the City.
 - h. Performance and labor and material bonds as required by local and federal law;
 - i. Opinions of counsel relative to each of the parties, other than the City, in form and substance acceptable to the City which opine as to each that: it is duly organized and validly existing under the laws of the State of Kansas; it has the requisite power to execute the Agreement and the documents under the agreement and to consummate the transactions contemplated thereby; identifies who has the legal authority to sign legal documents on behalf of Subrecipient; the persons executing the agreements are authorized to do so; the execution and delivery of the Agreement and related documents contemplated by it will not conflict with the terms, covenants and the provisions of any judgment, order, decree, injunction or ruling of any governmental agency, body or authority to

which it is subject or of any material provision of any agreement, contract, indenture or instrument to which it has party or is bound, or constitutes a material breach thereunder; and is duly authorized and registered to carry on business under the laws of Kansas;

- j. Executed copies of the construction contract between the Subrecipient and the contractor, and a licensed architect for the project;
- k. Submitted such other documentation including schematic drawings, plans and specifications and renderings of the project as may be reasonably be requested by the City to ensure the orderly completion of construction/renovation activities.
- l. The Subrecipient shall provide evidence of clear title to its interest in the property, such as a title insurance policy, or other evidence deemed acceptable to the City.
- m. The Subrecipient shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Subrecipient shall consult with Environmental Health regarding the necessity and scope of the environmental assessment. The Subrecipient shall remediate or cause to be remediated all contaminants and hazardous materials shown by such assessment report, or test shown to exist or be present in or under the site. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development.
- n. The Subrecipient agrees to forever to indemnify, release, and hold the City harmless from and against all liabilities, claims, judgments, costs, penalties, fines, causes of action, and expenses suffered by, incurred by, or assessed against the City whether incurred by actions of any governmental agency or entity, by any private claimant or by the Subrecipient's own actions necessary to remediate the site or as the result of the presence, disturbance, discharge, release, removal, or clean up of any hazardous materials upon the site or under the site.
- o. The Subrecipient shall provide a proposed schedule of construction, reconstruction or rehabilitation acceptable to the City. Such schedule shall form the basis for the monthly progress reports and such schedule may be amended from time to time by the consent of the City.
- p. The Subrecipient shall provide any other documentation requested by the City.
- q. The Subrecipient shall submit for review to the City a complete set of rehabilitation plans and specifications, prior to commencement of

construction/renovation activities.

- r. The Subrecipient shall not authorize initiation of construction or renovation activities until a “Notice to Proceed” is provided by City of Wichita Housing and Community Services staff.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
2. Upon completion of the project the Subrecipient will provide a report specifying the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses.
3. **The Subrecipient shall provide an annual report that indicates, by race and sex, the number of households/persons served during the year. Said report shall be due July 15, of each year for a period of 15 years, and shall cover the program year of July 1 through June 30. The first report shall be due July 15, 2021, and the final report will be due July 15, 2036. Accompanying financial reports will be provided for the project until such time as all City loans are fully repaid or otherwise satisfied, as specified in the Promissory Note.**

V. Method of Payment

The Subrecipient agrees that payments for construction/renovation-related expenses under this Agreement shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita. Construction payments are to be disbursed on a Pro-rata basis, based on percentage completion, as determined by City of Wichita Housing and Community Services Department staff. Draw schedule to be approved by the City.

- A. Unless otherwise approved by the City of Wichita Housing and Community Services Department staff, billings from the Subrecipient for construction, renovation or rehabilitation shall be submitted on standard American Institute of Architects Forms: G702 - Application and Certificate of Payment, and G703 - Continuation Sheet for Form G702 for contractors. For Architects, standard AIA Forms as specified shall be used. For construction change orders, AIA Form 701 will be used. Subrecipient shall ensure that all change orders have attached to the G701 a breakdown of material, labor overhead and profit. After approval by the project architect and the Subrecipient, the forms will be forwarded to the City for approval.
- B. Unless otherwise approved by the City of Wichita Housing and Community Services Department staff, partial payments to any one contractor can be made but must be made on AIA Form G702/3 approved and signed by the architect and the

Subrecipient. The Subrecipient will then forward the approved partial payment billing to the City for payment.

- C. The City and the Subrecipient also agree that the categories of expenditures and amounts are estimates and may vary during the course of the Agreement. Adjustments can be made administratively unless it involves a budget change over \$10,000 which has to be approved by the City Council.
- D. The Subrecipient will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditures made under this Agreement will be retained in Subrecipient's files for five (5) years after the final audit of expenditures made under this Agreement.

BUDGET:

SOURCES

City of Wichita CDBG CARES Act Funding	\$2,076,000
City of Wichita Designated Funding	<u>\$2,000,000</u>
Total	\$4,076,000

USES

Acquisition of Real Property and Existing Building	\$2,610,000
Construction/Renovation Hard Costs, Eligible Approved Soft Costs, Necessary Site Improvements	\$1,400,000
Project Operational Support – Expenses Directly Associated With Operation of a Multi-Family Apartment Facility as reflected in monthly operating statements.	<u>\$ 66,000</u>
Total	\$4,076,000

Part D

PROMISSORY NOTE

BORROWER: HumanKind Ministries Wichita, Inc.
829 N. Market
Wichita, KS 67214

LENDER: City of Wichita
455 N. Main
Wichita, KS 67202

DATE: December 10, 2020

For value received, the undersigned BORROWER promises to repay LENDER the sum of Four Million Seventy-Six Thousand and no/100 Dollars (\$4,076,000) at LENDER's office with interest at the rate of 0.00% per annum, subject to the following conditions and limitations:

1. This Note is made and delivered as evidence of a City of Wichita loan from LENDER to BORROWER in the amount of Four Million Seventy-Six Thousand and no/100 Dollars (\$4,076,000), for the purpose of assisting BORROWER with acquisition of an interest in the real property and existing building located at 1011 N. Topeka, Wichita, Kansas 67214, as well as operational support over a period of two years.
2. This Note shall mature on a date 15 years following the date on which the BORROWER completes acquisition of the financed interest in the real property and existing building located at 1011 N. Topeka, Wichita, Kansas, and construction/renovation activities of said existing building, as evidenced by a Certificate of Occupancy issued by the Metropolitan Area Building and Construction Department, or other documentation deemed to be acceptable by the City.
3. Absent the prior occurrence of an event described in paragraph 4 under Borrower's Agreements, all sums owing on this Note shall be forgiven on a date 15 years following the date on which the BORROWER begins lease-up activities for 56 studio apartment units, within the existing building located at 1011 N. Topeka, Wichita, Kansas, 67214, which must be July 1, 2021.

4.
BORROWER's AGREEMENTS: BORROWER further agrees as follows:

1. To pay all taxes and assessments of every kind or nature upon this Note and the real estate mortgaged as security for this loan.

2. To keep the real estate mortgaged to LENDER and the improvements thereon insured against loss by fire, windstorm, or flood (Special Flood Hazard Areas) in the name of the City by rider or otherwise to the total replacement value thereof or in the amount of \$4,076,000, whichever is greater, in a company licensed by the State of Kansas. BORROWER further agrees to make all payments required for the above purposes immediately after the same shall be due and when issued to deliver to the LENDER the receipt of such payment.
3. To keep and maintain the buildings and other improvements now on said premises or hereafter erected thereon in good condition and repair at all times, and not suffer waste or permit a nuisance thereon.
4. That the whole of said principal sum remaining unpaid, together with interest thereon, shall become due and payable without notice or demand at the option of the LENDER immediately upon the occurrence of any one or more of the following events:
 - (a) At such time as the BORROWER'S interest in the above described property is sold by deed, contract, option, easement, assignment or otherwise whereby the BORROWER ceases to retain the financed interest in said property, unless otherwise approved by LENDER.
 - (b) At such time as BORROWER should fail to keep the above-referenced property insured against loss by fire, windstorm, or flood (Special Hazard Areas) in the name of LENDER by rider or otherwise.
 - (c) At such time as any action or proceeding is commenced to foreclose upon any prior or subsequent mortgage, trust deed, or lien secured by the property referred to below, or to terminate the lease under which BORROWER holds its interest in the property.
 - (d) At such time as any prior mortgagee or trustee, or BORROWER'S lessor takes any action that in the opinion of the LENDER, is or may be adverse to or which impairs or may impair the security interest of LENDER.

PREPAYMENT: BORROWER may repay the whole or part of the outstanding amount (Amount Financed) at any time without penalty, but the building shall continue to serve as a 56-unit affordable housing apartment complex, subject to the terms described in Parts A and B of the associated Subrecipient Funding Agreement, dated December 1, 2020, through July 1, 2036.

LEGAL DESCRIPTION OF PROPERTY:

Parcel 1:

The Leasehold Estate created by that certain Lease made by Via Christi Regional Medical Center, Inc., as Lessor, and the Kansas Inn Limited Partnership, as Lessee, pursuant to the Ground Lease dated June 23, 1997, and as amended, notice of which is given by the instrument entitled "Memorandum of Ground Lease" filed June 25, 1997 on Film 1702, Page 1486; and as assigned, demising and leasing for a term of years; the following – described premises, to wit:

A tract of land being parts of Lots 2, 4, 6, 8, 10, and 12, Topeka Avenue, Bentley's Addition to the City of Wichita, Kansas, and part of Lots 19, 21 and 23, Topeka Avenue, and part of the vacated alley, Millers Addition to the City of Wichita, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of Lot 12 in said Bentley's Addition: thence westerly on the North line of said Lot 12, a distance of 8.00 feet to the point of beginning; thence continuing westerly, in said North line, a distance 140.75 feet; thence southerly, parallel with the East line of said Bentley's Addition and Millers Addition, a distance of 203.7 feet to a point in the vacated alley in said Millers Addition; thence easterly, parallel with the North line of said Lot 12, a distance of 140.75 feet; thence northerly, a distance of 204.7 feet to the point of beginning.

Parcel 2:

A non-exclusive easement for the benefit of Parcel 1 as created by the instrument dated June 25, 1997 and recorded June 25, 1997, on Film 1702, Page 1490, for ingress and egress purposes over:

A tract of land in Millers Addition to the City of Wichita, Knasas Sedgwick County, Kansas, described as follows:

Beginning at a point on the East line and 9.0 feet south of the Northeast corner of Lot 21, Topeka Avenue, in said Millers Addition; thence west, parallel with the North line of said addition, 8.0 feet; thence north parallel with the East line of said Addition, 30.0 feet to a point in Lot 19 of said addition; thence east, parallel with the North line of said addition, 8.0 feet to a point in the East line of said Lot 19; thence south along the East line of said Lots 19 and 21, 30.0 feet to the point of beginning.

Parcel 3:

A non-exclusive easement for the benefit of Parcel 1 as created by the instrument dated June 25, 1997, and recorded June 25, 1997, on Film 1702, Page 1490, for ingress and egress purposes over:

A tract of land in Millers Addition to the City of Wichita, Kansas, Sedgwick County, Kansas, and Bentley's Addition to Wichita, Kansas, Sedgwick County, Kansas described as follows:

Beginning at the Northeast corner of Lot 12, in said Bentley's Addition; thence west, on the North line of said Lot 12; 148.75 feet; thence south, parallel with the East line of said Bentley's Addition and Millers Addition, 185.7 feet to a point in the vacated alley in said Millers Addition; thence West, parallel with the North line of said Lot 12, 27.0 feet; thence north, parallel with the East line of said Millers Addition and Bentley's Addition, 228.7 feet to a point in Lot 15, of said Bentley's Addition; thence east, parallel with the North line of said Lot 12, 175.75 feet to a point in the East line of Lot 16 of said Bentley's Addition; thence south along the East line of Bentley's Addition, 43.0 feet to the point of beginning.

which has the address of **1011 N. Topeka Street, Wichita, Kansas, 67214**

NOTICE TO BORROWERS: DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. BY HIS SIGNATURE, EACH BORROWER ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF THIS NOTE.

HumanKind Ministries Wichita, Inc., Borrower
By:

Bill Williams, President and C.E.O. Date

ACCEPTED:
City of Wichita
By:

Sally Stang Date
Director of Housing and Community Services

Part E
LEASEHOLD MORTGAGE

THIS MORTGAGE is dated on December 10, 2020, between HumanKind Ministries Wichita, Inc. (HumanKind), whose address is 829 N. Market, Wichita, KS 67214-3519 (referred to below as “Borrower”); and **THE CITY OF WICHITA KANSAS, A MUNICIPAL CORPORATION OF THE STATE OF KANSAS**, whose address is 455 North Main Street, Wichita, Kansas USA 67202 (referred to below as “Lender”).

Borrower owes Lender the principal sum of Four Million Seventy-Six Thousand and no/100 Dollars (U.S.\$ 4,076,000). This debt is evidenced by Borrower’s note dated the same date as this mortgage (“Promissory Note”). This Mortgage secures to Lender: (a) the repayment of debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums with interest, advanced under paragraph 7 to protect the security of this Mortgage; and (c) the performance of Borrower’s covenants and agreements under this Mortgage and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **SEDGWICK COUNTY, KANSAS**:

Parcel 1:

The Leasehold Estate created by that certain Lease made by Via Christi Regional Medical Center, Inc., as Lessor, and the Kansas Inn Limited Partnership, as Lessee, pursuant to the Ground Lease dated June 23, 1997, and as amended, notice of which is given by the instrument entitled “Memorandum of Ground Lease” filed June 25, 1997 on Film 1702, Page 1486; and as assigned, demising and leasing for a term of years; the following – described premises, to wit:

A tract of land being parts of Lots 2, 4, 6, 8, 10, and 12, Topeka Avenue, Bentley’s Addition to the City of Wichita, Kansas, and part of Lots 19, 21 and 23, Topeka Avenue, and part of the vacated alley, Millers Addition to the City of Wichita, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of Lot 12 in said Bentley's Addition: thence westerly on the North line of said Lot 12, a distance of 8.00 feet to the point of beginning; thence continuing westerly, in said North line, a distance 140.75 feet; thence southerly, parallel with the East line of said Bentley's Addition and Millers Addition, a distance of 203.7 feet to a point in the vacated alley in said Millers Addition; thence easterly, parallel with the North line of said Lot 12, a distance of 140.75 feet; thence northerly, a distance of 204.7 feet to the point of beginning.

Parcel 2:

A non-exclusive easement for the benefit of Parcel 1 as created by the instrument dated June 25, 1997 and recorded June 25, 1997, on Film 1702, Page 1490, for ingress and egress purposes over:

A tract of land in Millers Addition to the City of Wichita, Kansas, Sedgwick County, Kansas, described as follows:

Beginning at a point on the East line and 9.0 feet south of the Northeast corner of Lot 21, Topeka Avenue, in said Millers Addition; thence west, parallel with the North line of said addition, 8.0 feet; thence north parallel with the East line of said Addition, 30.0 feet to a point in Lot 19 of said addition; thence east, parallel with the North line of said addition, 8.0 feet to a point in the East line of said Lot 19; thence south along the East line of said Lots 19 and 21, 30.0 feet to the point of beginning.

Parcel 3:

A non-exclusive easement for the benefit of Parcel 1 as created by the instrument dated June 25, 1997, and recorded June 25, 1997, on Film 1702, Page 1490, for ingress and egress purposes over:

A tract of land in Millers Addition to the City of Wichita, Kansas, Sedgwick County, Kansas, and Bentley's Addition to Wichita, Kansas, Sedgwick County, Kansas described as follows:

Beginning at the Northeast corner of Lot 12, in said Bentley's Addition; thence west, on the North line of said Lot 12; 148.75 feet; thence south, parallel with the East line of said Bentley's Addition and Millers Addition, 185.7 feet to a point in the vacated alley in said Millers Addition; thence West, parallel with the North line of said Lot 12, 27.0 feet; thence north, parallel with the East line of said Millers Addition and Bentley's Addition, 228.7 feet to a point in Lot 15, of said Bentley's Addition; thence east, parallel with the North line of said Lot 12, 175.75 feet to a point in the East line of Lot 16 of said Bentley's Addition; thence south along the East line of Bentley's Addition, 43.0 feet to the point of beginning.

and has the address of 1011 N. Topeka Street, Wichita, Kansas, 67214

TOGETHER With all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and

additions shall also be covered by the Mortgage. All of the foregoing is referred to in this Mortgage as the "Property".

BORROWER COVENANTS that the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS MORTGAGE combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall pay these obligations directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Mortgage unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to the lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving notice.

3. Hazard of Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to lender all receipts of paid premiums and renewal notices. In the

event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

In the event of a casualty loss, the Borrower must replace or rebuild and repair the property and improvements if the fire or casualty does not cause a total loss, which is for these purposes is defined as a loss of more than fifty percent (50%) of the property or improvement. In the event that the Borrower and the Lender opt not to rebuild or repair, the Borrower agrees to demolish the damaged property and improvements, and clean up and reclaim the site in an aesthetically pleasing condition. All excavations shall be filled, and any and all potentially dangerous characteristics of the property shall be removed or remedied by the Borrower, or the Lender. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged; if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to demolition of the damaged property and improvements, clean up, and reclamation of the site in an aesthetically pleasing condition. All excavations shall be filled, and any and all potentially dangerous characteristics of the property shall be removed or remedied by the Borrower or the Lender, as noted above. Any remaining insurance proceeds are to be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, the Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender; Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property within sixty days after the execution of this Mortgage and shall continue to occupy the Property for at least twenty years after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15 by causing the action of proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Mortgage or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property. If this Mortgage is on leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

5. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly

affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, provided the amount is in excess of \$10,000. Lender's actions may include paying any sums secured by a lien that has priority over this Mortgage, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable with interest, upon notice from Lender to Borrower requesting payment.

6. Inspection. Lender or its agents may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to Section 14 of the Ground Lease dated June 25, 1997, between The Kansas Inn Limited Partnership, a Kansas Limited Partnership, and Via Christi Regional Medical Center, Inc., as amended.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, whether to restoration or repair of the Property or to the sums secured by this mortgage, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

8. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's

successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent.

10. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any prepayment charge under the Note.

11. Notices. Any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in the Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph 11.

12. Governing Law; Severability. This Mortgage shall be governed by federal law and the law of the State of Kansas. In the event that any provision or clause of this Mortgage or the Note is legally determined to be invalid or otherwise unenforceable, the remaining provisions of the affected Mortgage or Note shall be interpreted in a manner by which they can be given full effect without such provisions. To this end the provisions of this Mortgage and the Note are declared to be severable.

13. Borrower's Copy. The Borrower shall be given one conformed copy of the Note and this Mortgage.

14. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice of demand on borrower.

15. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) 5

days (or such period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in the Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Mortgage and the Note as if no acceleration had occurred; (b) cures any default in any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this mortgage shall continue unchanged. Upon reinstatement by Borrower, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 14.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of hazardous Substances that are generally recognized to be appropriate to normal uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim demand, lawsuit or other action by any governmental regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental law.

As used in this paragraph 16 "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the State of Kansas and the City of Wichita that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Mortgage (but not prior to acceleration under paragraph 14 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including but not limited to, reasonable attorneys' fees and costs of title evidence.

18. Release. Upon payment of all sums secured by this Mortgage, or forgiveness our outstanding indebtedness by the Lender, the Lender shall release this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage executed by Borrower and recorded with it.

HumanKind Ministries Wichita, Inc.
By:

Borrower Signature

Date

(Space Below This Line For Acknowledgment)

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ (Name), _____ (Title) of HumanKind Ministries Wichita, Inc., who is personally known to me to be the same person who executed as such officer the within instrument of writing on behalf of said corporation, and _____ (he/she) did acknowledge to me that he executed the same as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

PART F

DUPLICATION OF BENEFITS CERTIFICATION

to be submitted by the subrecipient with reimbursement requests

The undersigned, on behalf of and as a duly authorized agent and representative of the Subrecipient, HumanKind Ministries Wichita, Inc., certifies and represents that all information contained in and enclosed with the reimbursement request is true to the best of his or her knowledge and acknowledges that the City of Wichita (City) has relied on such information to award CDBG and CDBG-CV assistance. The Subrecipient also certifies that they have not received assistance or reimbursement from any other sources of funding for the specific expenses included in this reimbursement request.

The Subrecipient acknowledges that it may be prosecuted by Federal, State, or local authorities and/or that repayment of all CDBG or CDBG-CV funds must be repaid to the City in the event that it makes or files false, misleading, or incomplete statements, documents or reimbursement requests.

HumanKind Ministries Wichita, Inc.

Bill Williams, President and C.E.O.

Date

CONTRACT AGREEMENT

between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

and

HUMANKIND MINISTRIES WICHITA, INC.

For

Homeless Assistance- Emergency Women's Winter Shelter

**Funded through the
Emergency Solutions Grant (ESG) Program CARES Act**

Amount of federal funds obligated for Homeless Assistance: \$194,905

Total amount of federal funds obligated to this subrecipient: \$194,905

Total amount of the federal award committed to this subrecipient by the pass-through entity: \$194,905

Sally Stang, Director
Housing and Community Services Department
455 N. Main, 10th Floor
Wichita, Kansas 67202
Phone (316) 462-3795
Fax (316) 337-9103

**PART A
AGREEMENT**

THIS CONTRACT (hereinafter the “Agreement”) entered into this 1st day of December 2020, and dated to be effective December 1, 2020, by and between the City of Wichita, Kansas (hereinafter the “City”) and HumanKind Ministries Wichita, Inc. (hereinafter the “Subrecipient”), located at 829 N. Market, Wichita, KS 67214.

WITNESSETH THAT:

WHEREAS, the City of Wichita has entered into a funding Agreement with the United States of America for the Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution of projects and activities under Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) under the Emergency Solutions Grant Program (ESG) hereinafter referred to as ESG; and

WHEREAS, the City has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita pursuant to HUD for an ESG program; and

WHEREAS, the Department of Housing and Community Services is authorized to act on behalf of the City in implementing this grant Agreement; and

WHEREAS, the cooperation of the City and the Subrecipient is essential for the successful implementation of an emergency shelter project under the ESG program; and

WHEREAS, on December 1, the Wichita City Council obligated funds in the amount of \$194,905 in ESG funding for homeless assistance activities and authorized necessary signatures; and

NOW, THEREFORE, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

DEFINITION OF HOMELESS

For the purpose of this contract, persons eligible to receive homeless assistance must meet the following criteria for the category of literally homeless an individual or family who lacks a fixed, regular and adequate nighttime residence as per the specific terms defined at 24 CFR Part 91.5.)

1. SCOPE OF SERVICES

1. Scope of Services: HumanKind Ministries will operate a homeless shelter activity which includes one shelter facility to offer services for 75-100 adult homeless women (unduplicated) beginning on or about December 19, 2020, but no later than January 15, 2021, and ending June 30, 2021. The Subrecipient will provide related case management services. Funding will pay for staff salaries, approved contract labor, utilities and supplies. Project effectiveness will be demonstrated by specified outcome measurements.

The Subrecipient, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the City and as outlined per PART B.

2. Revision of Scope: The performance criteria and objectives may be modified, revised or amended upon the joint written consent of the parties. The City may revise the approved objectives, accomplishments, and budget items in PART B when necessary. The Subrecipient may request a budget revision at any time throughout the duration of this Agreement. However, prior to any purchases under the new budget, the City must approve the revision in writing. Approval may be in the form of a letter, a fax, or an email.

2. COMMENCEMENT AND COMPLETION

1. Time of Performance: The services of the Subrecipient are to commence as soon as practicable on or after the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period ending June 30, 2021. All expenditures associated with implementation of this activity must be submitted for reimbursement by July 15, 2021.
2. Close-out Period: The Subrecipient has 45 days following the performance of this activity during which to conduct and complete close-out requirements associated with this Agreement. Final accomplishment and outcome reports are due to the City by July 15, 2021. All expenditures associated with close-out of this activity must be submitted for reimbursement by July 15, 2021.
3. Contract Completion Date: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on July 15, 2021.

3. COMPENSATION AND USE OF FUNDS

Regulation for Use of Funds: The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 C.F.R. Part 576 and 2 C.F.R. Part 200, as applicable, other regulations governing the use of Contract funds, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement; and the McKinney Vento Homeless Assistance Act As Amended by S896 HEARTH Act of 2009. ***It is the Subrecipient's responsibility to read, understand, and comply with these regulations.***

1. Uniform Grant Administrative Requirements and Cost Principles: During the administration of this contract, the Subrecipient shall comply with, and adhere to:
 - a. 2 C.F.R. Part 200, Subparts A through D; and
 - b. 2 C.F.R. Part 200 Subpart E.
2. Total Payments: Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed \$194,905 and must be drawn on a regular basis. At the sole discretion of the City, any funds remaining unexpended as of the termination date of this Agreement may be de-obligated from this Agreement and made available for other eligible projects, as determined appropriate by the City.
3. Reimbursement Requests: This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in PART B, and for which the Subrecipient has made payment during the period of performance set forth in Section 2.1 above. The City agrees to reimburse the Subrecipient for such costs, and payment shall be made upon receipt of a request for reimbursement form (PART C) accompanied by a monthly accomplishment report from the Subrecipient specifying the services performed and expenses incurred. The subrecipient is required to retain the following documentation: 1) case file data which confirms eligibility of the clients on whose behalf payments have been made; and 2) documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.). Supporting documentation must be accompanied by an agency payment voucher providing this information and a copy of the signed check with which the payment was made. Requests for reimbursement may be submitted on a weekly basis. The final reimbursement request must be received by July 15, 2021.
4. Double Reimbursement: The Subrecipient shall not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue.
5. Restriction on Disbursements: No entitlement funds shall be disbursed to a Subrecipient or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract. Disbursements may be suspended or terminated under this contract upon refusal to accept any additional conditions that may be imposed by the City at any time or if the entitlement funds to the City of Wichita under the Federal Act(s) are suspended or terminated.
6. Withholding Payments: All payments to the Subrecipient are subject to the Subrecipient's compliance with this Agreement. A breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.
7. Closeout Reimbursement: Closeout billings are to be submitted by July 15, 2021, as set forth in Section 2.2, above. If not submitted, the unexpended funds shall revert to the City of Wichita.

4. USE AND DISPOSITION OF PROPERTY

1. Disposition of Expendable/Non-Expendable Personal Property: This contract does not provide for the purchase of property for the Subrecipient's use in administering the program.
2. Disposition of Real Property: See 4.1 above.

5. ASSIGNMENTS

1. Assignability: Neither the City nor the Subrecipient shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.
2. Subcontracting/Third Party Contracts: The Subrecipient agrees to furnish the City with a copy of any and all third party contracts that it executes in the performance of the work to be undertaken within the scope of this Agreement.

The Subrecipient agrees to incorporate or cause to be incorporated in all third party contracts or subcontracts funded under the ESG program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third party contract that is not in accordance with the outlined budget in this Agreement shall be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Subrecipient.

6. AUDITS AND INSPECTIONS

1. Audits and Inspections: The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Controller of the City of Wichita. Subrecipient personnel will make available to City staff and any other auditor authorized by the City, all accounting records needed to conduct an evaluation of the accounting system and accounting records needed to meet the requirements of 2 C.F.R. 200.300 through 200.309, and Subpart F. If any portion of the funds approved by this contract is subcontracted to other organizations for the delivery of objectives and criteria, the Subrecipient will ensure that the fiscal and accomplishment records of the subcontractor will be available for inspection by City of Wichita or duly authorized auditors. In order to ensure this, the Subrecipient will include an appropriate clause in all of its subcontracts.

The Subrecipient shall comply as applicable with the provisions of 2 C.F.R. Part 200 Subpart F. A single or program-specific audit is required if \$750,000 or more in Federal awards are expended during the fiscal year.

Any Subrecipient receiving less than \$750,000 in Federal funding shall not be required by the City to undergo an annual independent audit of the ESG expenditures under this Agreement. Furthermore, no expenditures with respect to any such audit undertaken by the Subrecipient of its own initiative shall be chargeable to the funds under this Agreement. All audit reports are due on or before one year after the close of the program year. Before the due date, the Subrecipient should submit to the City (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In the event of the latter, the City will respond in writing to the Subrecipient to approve or disapprove the request.

7. SUBRECIPIENT RESPONSIBILITIES

1. Compliance with Laws: All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments. Further, the Subrecipient agrees to perform services pursuant to the provisions of this contract and Federal and City regulations, rules and policies and special assurances included therein.

2. Non-Municipal Personnel and Services: All services required herein will be performed by the Subrecipient under the direction of its Board of Directors or other governing body. Any services, which the Subrecipient deems necessary to assign to a subcontractor, must first have written approval from the City unless otherwise specified in PART B.

8. DOCUMENTATION AND RECORD KEEPING

1. Establishment and Maintenance of Records: The Subrecipient shall establish and maintain records as prescribed by the U.S. Department of Housing and Urban Development, hereinafter referred to as HUD, and/or the City, with respect to all matters covered by this contract. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records required to determine the eligibility of activities;
 - c. Records documenting that the Subrecipient has procedures in place to convey the availability of facilities and services to all on a nondiscriminatory basis.
 - d. Financial records that document all transactions and that can be properly documented and audited, as required by 24 C.F.R. Part 576, and 2 C.F.R. Part 200, Subparts A through D;
 - e. Other records necessary to document compliance with Subpart E of 24 C.F.R. 576;
 - f. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents related to the services funded under this Agreement;
 - g. Copies of all third party or subcontracts related to services funded under this Agreement; and
 - h. Detailed records on Subrecipient's organization, financial and administrative systems, and the specific ESG-funded project(s) or activities.

Please note that the above descriptions are brief and provide only a summary of the records the Subrecipient is required to maintain. The Subrecipient must consult 24 C.F.R. 576 for a detailed description of the required records.

Record Requirements: Section 416(f) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11375(f)) generally requires that recipients of funding under the Emergency Solutions Grant program maintain records in the Homeless Management Information System (HMIS). All program participant data must be entered in full compliance with HMIS data management standards established by the local program administrator. However, 42 U.S.C. § 11363 provides that "in the course of awarding grants or implementing programs under this subchapter, the Secretary shall instruct any victim service provider that is a recipient or subgrantee not to disclose for purposes of the Homeless Management Information System any personally identifying information about any client." Further, 42 U.S.C. 11375(c)(5) provides each recipient will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under this part and that the address or location of any family violence shelter project assisted under this part will, except with written authorization of the person or persons responsible for the operation of such shelter, not be made public.

(A) In accordance with 24 C.F.R. Part 580.25(d) "*Victim service providers shall not directly enter or contribute data into an HMIS if they are legally prohibited from participating in HMIS. Legal service providers may choose not to use HMIS if it is necessary to protect attorney-client privilege. Victim service providers and legal service providers that are recipients of funds that require participation in HMIS that do not directly enter or contribute data to an HMIS must use a comparable database instead.*"

2. Retention: In accordance with 24 C.F.R. 91.105(h), The Subrecipient must retain all records of all project expenses, activities, correspondence, records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by HUD for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report to the City of Wichita. The Subrecipient will ensure confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance under this program as set forth in 42 U.S.C. 11375 (c) (5). If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the five year period, the records must be retained until completion of the action and resolution of issues which arise from it, or until the end of the five year period, whichever is later. All files and records will be made available during normal business hours and other reasonable times for review by the City or by HUD.
3. Documentation of Costs: All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.
4. Inventory Management: The Subrecipient must submit an annual statement identifying the status of all equipment and non-real property items purchased with ESG funds by the contract termination date. The status report should inventory all equipment and non-real properties purchased with ESG funds and state the condition of the equipment and its location.
5. Access to Records: The Subrecipient agrees that the City, HUD, or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project. The City reserves the right, on demand and without notice, to review all of the Subrecipient's files associated with this Agreement where payments are based on a record of time, salaries, materials, or actual expenses. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient; therefore, it is the Subrecipient's responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or HUD to ensure compliance with this Agreement and with all local, state, and Federal regulations.

9. PROJECT EVALUATION

1. Performance Measures: During the Grant Agreement Period, the Subrecipient agrees to work diligently towards the objectives and projected accomplishments outlined in PART B, and to assist the City in demonstrating appropriate program benefit for the project activities implemented by Subrecipient. If it is determined that any of these objectives will not be completed within the identified timeframe, a request for an extension must be submitted to the City for consideration. However in no instance may accomplishment data reflect activity occurring after June 30, 2021. Such a request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can reasonably be accomplished. Failure to meet the objectives in PART B will represent grounds for imposition of sanctions as found in Section 11.2. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance.

2. Reporting: The Subrecipient shall be required to submit an accomplishment report (which may include HMIS reports with all required data elements for each client served during the month) as specified in PART B no later than July 15, 2021, unless otherwise specified, as well as other information and data required by the City to respond to current HUD regulations and for the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) and/or the Integrated Disbursement Information System (IDIS) project set-up and completion activities. Accomplishment and financial reports must be received before the City can honor requests for funds. As stated in Section 11.2, sanctions may be imposed upon the Subrecipient for failure to satisfy report due dates.

Subrecipient must submit an ESG Consolidated Annual Performance Report (CAPER). The subrecipient must upload its CAPER directly into SAGE, the HMIS Reporting Repository. The CAPER will serve as the monthly accomplishment report that must be submitted to the City of Wichita on July 31, 2021.

3. Accomplishment Reports must include:
 - a. A description of all project activities that have taken place during the reporting period;
 - b. A description of how objectives specified for achievement by that date have been met, OR a description of obstacles that have prevented those objectives from being met, how those obstacles are being addressed, and a new anticipated date of completion for those objectives;
 - c. A description and dollar amount of funds spent to date, and how much of those funds have already been reimbursed (Cost Control Statement to be provided by the City);
 - d. A description and dollar amount equivalent of matching funds (including in-kind) expended to date;
 - e. Other supportive information or documentation, as applicable; and
 - f. Any other reports or documentation as requested by the City or HUD.
4. Client Data: The Subrecipient agrees to maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, each household member's name, address, ethnicity, race, gender, age, head of household, income level, disability, homeless status, or other basis for determining eligibility, and a description of the service provided. Documentation of homeless status must be documented by written observation of outreach worker; or written referral by another housing or service provider; or certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter. For victim service providers, an oral statement by the individual or head of household seeking assistance which states that they are fleeing; they have no subsequent residence; and they lack resources. This statement must be documented by self-certification or a certification by the intake worker. Confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance under this program as set forth in 42 U.S.C. 11375 (c) (5), must be maintained. All data will be entered into HMIS.
5. Final Accomplishment Reports: The final accomplishment report will also serve as the final project report, and will include, in addition to the requirements listed in item 9.3 above, a narrative summary of the project, including successes and weaknesses; a comparison of projected accomplishments and objectives to actual accomplishments and goals achieved, including reasons for any discrepancies between the two. This final report will be due July 15, 2021 or the date of final reimbursement, whichever is sooner.

10. PROGRAM MONITORING

1. General: City staff will evaluate progress based on the objectives, criteria, work schedule and budget in PART B, to determine if it is consistent with the initial purpose of the project, the City's strategies, comprehensive and neighborhood plans, and if it has a positive impact on the City and its neighborhoods. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel. This includes, but is not limited to, accomplishment records and interviews with the Subrecipient staff and project participants, as required by the City. City personnel will also make field inspections at the office/job site(s) if:
 - a. The Subrecipient fails to take recommended corrective action on two consecutive desk audits;
 - b. Projects are at high risk of error for activities that serve large number of people;
 - c. Projects are at high risk based on the amount of funds involved.
2. Financial Monitoring: City staff shall monitor, review, and evaluate the financial procedures of the Subrecipient through documents submitted to the City and on-site monitoring. The Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement.
3. Programmatic Monitoring: City staff shall monitor, review, and evaluate the Subrecipient. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

The Subrecipient shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

4. Monitoring Letters and Reports: Written reports of the City's monitoring findings will be provided to the Subrecipient within 30 days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.
5. Subrecipient Response: The Subrecipient shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

11. TERMINATION, SANCTIONS AND CLOSEOUTS

1. Termination: In the event that the Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with 2 C.F.R. 200.338 through 200.342. The City or the Subrecipient may also terminate this Agreement for convenience and the Subrecipient may terminate this Agreement for convenience. Should the City or the Subrecipient terminate this Agreement for convenience, the

City shall reimburse the Subrecipient for eligible costs incurred under the terms of this agreement, through the date of termination.

Furthermore, funding to be made available by the City under this Agreement has been approved by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

In the event of termination of this Agreement by the City due to Subrecipient noncompliance as set forth above, the Subrecipient shall forfeit all unexpended monies provided under the Agreement. At the City's discretion, the Subrecipient may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

2. Imposition of Sanctions: The City reserves the right to impose sanctions on the Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Non-profit Subrecipient to return funds already received, or barring the Non-profit Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the (1) City provides the Non-profit Subrecipient written notice of the alleged violation of a term of this Agreement or alleged failure to comply with any term of this Agreement which (a) provides a reasonable description of the alleged default or reason for proposed imposition of sanction; (b) demands a cure; and (c) provides a reasonable period of time within which a cure must be affected which is not less than five, nor more than fifteen, business days measured from the actual receipt of said notice; and (2) the Non-profit Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.
3. Closeout: The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the City, disposing of project assets (including the return of all equipment, and receivable accounts to the City), and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Subrecipient.

4. Property of the City: Any data or material furnished by the City to the Subrecipient shall remain the property of the City, and when said data or material is no longer needed by the Subrecipient for the performance of this Agreement, it shall be returned to the City.

12. TAXES

1. Payment of Taxes: The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Subrecipient, and all such taxes shall be paid by Subrecipient; however, should the City nevertheless pay any such taxes, the Subrecipient shall immediately reimburse the City.

13. LAWS, REGULATIONS AND SPECIAL CONDITIONS

The information in this Article is included for the convenience of the Subrecipient and to inform the Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of funds makes it subject. ***For the actual regulatory or statutory requirements, the Subrecipient should consult the actual laws, regulations, and documents referenced in this Article.*** In addition to the other requirements set forth herein, the Subrecipient shall likewise comply with the applicable provisions of 24 C.F.R. 576, in accordance with the type of project assisted. All of the referenced regulations are available online, and upon request, the City may provide these materials to the Subrecipient.

1. Environmental Review: In accordance with 24 C.F.R. 576.57, the activities under this Agreement are subject to environmental review requirements. Such requirements may include, but are not necessarily limited to, activities related to historic districts and/or properties, floodplain management and wetland protection, noise, wild and scenic rivers, air quality, farmlands protection, environmental justice, airports, site contamination, and hazardous facilities. There shall not be any costs incurred or funds obligated until such time as an Environmental Review (ER) is completed for each project (generally one per project). The ER shall be completed by the City. The Subrecipient also agrees to comply with the following regulations insofar as they apply to the use of ESG funds:
 - a. Clean Air Act, 42 U.S.C., 1857, et seq.;
 - b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
 - c. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. 50, as amended;
 - d. National Environmental Policy Act of 1969; and
 - e. HUD Environmental Review Procedures (24 C.F.R. 58).

Subrecipient should note that completion of the ER is the City's responsibility. Nothing in this section or in any other part of this Agreement should be construed as relieving the City of this responsibility or placing this responsibility on the Subrecipient.

2. Property Standards and Lead-Based Paint: All housing assisted shall meet the Statewide Building Code, the International Building Code, and the lead-based paint requirements in 24 C.F.R. 576.57. In accordance with regulations, the Subrecipient shall adhere to lead-based paint notification and abatement practices, as applicable, and in no case shall use lead-based paint in the construction or rehabilitation of the properties assisted under this Agreement.
3. Section 104 (d) - Relocation and Replacement Requirements: In accordance with 24 C.F.R. 576.59, the Subrecipient shall take all reasonable steps to minimize displacement as a result of the activities

funded under this Agreement. Any persons displaced as a result of the activities funded under this Agreement shall be provided relocation assistance to the extent permitted and required under applicable regulations.

If the Subrecipient conducts any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property with Federal funds, it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 49 C.F.R. 24 and 24 C.F.R. 570.606. The Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by said regulations and documents. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by Federal statutes and regulations in connection with projects undertaken pursuant to this Agreement.

4. Discrimination Prohibited: No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Subrecipient receiving funds pursuant to this contract.

The Subrecipient further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" as provided in Attachment A.

5. Nepotism: No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient. For the purposes of this section, "immediate family" includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild; "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the program.
6. Conflict of Interest: The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, In accordance with 24 C.F.R. 576.57, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.
7. Lobbying Prohibited: None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas. The Subrecipient shall assure compliance with the regulations at 2 C.F.R. 200.450 by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

The Subrecipient certifies to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
8. Faith-Based Activities: Subrecipient agrees to follow the regulations of 24 C.F.R. 576.23-Faith-Based activities.
 - a. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Emergency Solutions Grants program. Neither the Federal government nor a State or local government receiving funds under Emergency Solutions Grants programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
 - b. Organizations that are directly funded under the Emergency Solutions Grants program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
 - c. A religious organization that participates in the Emergency Solutions Grants program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct Emergency Solutions Grants funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide Emergency Solutions Grants-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an Emergency Solutions Grants-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
 - d. An organization that participates in the Emergency Solutions Grants program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
 - e. Emergency Solutions Grants may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Emergency Solutions grants may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and

inherently religious activities, Emergency Solutions Grants may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Emergency Solutions Grants in this part. Sanctuaries, chapels, or other rooms that an Emergency Solutions Grants-funded religious congregation uses as its principal place of worship, however, are ineligible for Emergency Solutions Grants-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 2 C.F.R. 200.311).

- f. If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

14. MISCELLANEOUS CLAUSES AND NOTICES

1. Findings Confidential: Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Subrecipient under this Agreement are confidential. The Subrecipient agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.
2. Dissemination of Information: The Subrecipient, at such times and in such forms as HUD and/or the City may require, shall furnish to HUD and/or the City, such statements, records, reports, data and information as HUD and/or the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Subrecipient under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in K.S.A. 45-201 et. seq.
3. Identification of Documents and Projects: All projects, reports, maps, news releases and/or other documents undertaken as part of this contract, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Wichita", then name of the Subrecipient, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: "The (preparation/funding) of this project, report, map, document, etc., was financed (in whole or in part) through a grant from the U.S. Department of Housing and Urban Development and the City of Wichita under the provision of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378)."
4. Training Required: It shall be the responsibility of the Subrecipient to participate in all appropriate training conducted by the department of Housing and Community Services or approved by the City of Wichita. The City shall provide timely notice of all training.
5. Copyrights: If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to HUD regulations. HUD and the City reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.

6. Patents: Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to HUD and the City for determination by HUD and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to HUD regulations.
7. Anti-Trust Litigation: For good cause, and as consideration for executing this contract, the Subrecipient, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Subrecipient pursuant to this contract.

15. APPENDICES

All attachments referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

- Attachment A – Revised Non-Discrimination and Equal Employment Opportunity Statement
for Contracts or Agreements
 - Part A – Agreement
 - Part B – Performance Criteria/Objectives
 - Part C – Budget Detail

16. AUTHORIZATION TO ENTER INTO CONTRACT

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient and to bind the Subrecipient to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

SUBRECIPIENT

Bill Williams, _____ Date _____
President/CEO
HumanKind Ministries Wichita, Inc.

CITY OF WICHITA

Brandon J. Whipple, _____ Date
Mayor

ATTEST:

Karen Sublett, Date
City Clerk

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and Director of Law	Date
--	------

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative

Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Nondiscrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier;
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

PART B
PERFORMANCE CRITERIA AND OBJECTIVES

SUPRECIPIENT: HUMANKIND MINISTRIES WICHITA, INC. DUNS #:113265607
NAME: EMERGENCY SOLUTIONS GRANT PROGRAM—CARES ACT

SUBRECIPIENT INFORMATION

NAME: HumanKind Ministries Wichita, Inc.

EXECUTIVE DIRECTOR: Bill Williams, President/CEO

CONTACT PERSON(S): Bill Williams
ADDRESS (NOT PO BOX) 829 N. Market, Wichita KS
ZIP + 4 67214-3519
PHONE: (316) 264-9303

EMAIL: N/A

PERFORMANCE PERIOD: Begins December 19, 2020, no later than January 15, 2021
Ends July 31, 2021

CONTRACT PERIOD: December 1, 2020 through July 31, 2021

FUNDING SOURCE(S): ☒ ESG—CARES Act

PROJECT ELIGIBILITY: According to 24 CFR Part 576.103 this project qualifies for
Emergency Solutions Grant funds to be used for:

☒ Homeless Assistance – Shelter

CARES ACT ELIGIBILITY: Project is deemed to be eligible for ESG CARES Act assistance
because providing homeless individuals with shelter prevents the
spread of COVID-19

The Subrecipient agrees:

1. It is the principal administrative and coordinating agency for this project, contracting and/or subcontracting outside services, as may be necessary, subject to compliance with all applicable local, state and federal laws; and
2. It is the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of the contract entered into; and

3. It will maintain, during the term of this Agreement, a filing with the Secretary of the State of Kansas as a not for profit corporation, or shall be designated a 501 (c)(3) tax-exempt organization by the Internal Revenue Service. Evidence of such status will be provided to the City upon request.

Project Description: HumanKind Ministries Wichita, Inc. will offer shelter services and related case management services for 75-100 women (unduplicated), deemed to be homeless, seven days per week, within the facility located at 1011 N. Topeka, Wichita, Kansas 67214. Shower and laundry services shall be provided, as well as meals. Health services to be provided through local clinics, and an isolation area, approximately four beds, will be provided.

Project Content: The Subrecipient shall complete the following objective(s) in a manner acceptable to the City, in accordance with the schedule, budget and conditions detailed herein. The City reserves the right to revise or otherwise alter established objective(s) and criteria during the program year in an effort to allow for meaningful project measurement and evaluation which will directly impact future funding recommendations.

Goal: The ESG-CARES program provides funding to help operate an emergency shelter program for 75-100 homeless women.

Objectives: Improve quality of daily living conditions during periods of homelessness, enhance day to day living by improving nutrition and hygiene, provide low barrier access to on-site partner services to improve health and reduce barriers to self-sufficiency

Annual Outcome Goals:

- Total number of program participants: 75-100, unduplicated
- At least 25% of adults served resided in a place not meant for habitation just prior (i.e. the night before) to entry
- At least 25% of participants will have a mental health condition at program entry

Project Administration: The Subrecipient executive director will supervise operations and administration on a day-to-day basis.

Procurement Methods: The Subrecipient shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition. Additionally, procurement made with federal grant funds shall adhere to the standards set forth in 2 C.F.R. Part 200, Subparts A through D, including:

1. Maintaining a code or standard of conduct governing the performance of the Subrecipient's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
2. Advertising of procurement transactions as appropriate without regard to a dollar value in a manner allowing maximum free and open competition. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchase procedures defined in 2 C.F.R. Part 200, Subparts A through D.
3. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.

4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
5. The Subrecipient agrees to purchase services, goods and materials on an “as needed basis” and at the “lowest price obtainable”.
6. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

Funding: It is mutually agreed by and between the City and the Subrecipient that the City will pass through to the Subrecipient no more than \$194,905 for reimbursement of eligible and necessary expenses, and the Subrecipient will provide emergency day shelter services for homeless men and women. Said funds will be used as set forth in the sections entitled Budget and Method of Payment. Any cost in excess of \$194,905 is the responsibility of the Subrecipient.

Indirect Cost Rate: If the Subrecipient chooses to charge Indirect under this grant, the Subrecipient shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If the subrecipient has never received a negotiated indirect cost rate a de minimis indirect cost rate of 7.5% of modified total direct costs (MTDC) may be used.

“Modified Total Direct Costs (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, and rental costs.

The indirect cost rate charged under this agreement is: N/A. In accord with 24 C.F.R. 570.200(g), no more than 7.5% of the sum of any award shall be expended for planning and administrative costs.

Method of Payment: The Subrecipient agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita, and ESG program.

1. The City and the Subrecipient also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$25,000, other than those within the scope of this agreement must be approved by the City Council.
2. The Subrecipient will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this Agreement will be retained in the Subrecipient’s files for five (5) years after the final audit of expenditures made under this contract.

Accomplishment Reports, Financial and Client Files: The Subrecipient shall establish and maintain accounting and project records specifically for the use of ESG funds. Original documentation supporting all reimbursed expenditures and other project records will be retained by the Subrecipient for five (5) years after the final audit of expenditures made under this contract.

1. The Subrecipient shall maintain records of persons served by race, ethnicity, gender, marital status, age, subpopulation, residential and non-residential, and type of assistance provided. All required data elements shall be entered into the HMIS system. Such records are subject to review by the City to ensure the accuracy and validity of information reported in monthly accomplishment reports. In accordance with 24 C.F.R. Part 580.25(d) *“Victim service providers shall not directly enter or contribute data into an HMIS if they are legally prohibited from participating in HMIS. Legal service providers may choose not to use HMIS if it is necessary to protect attorney-client privilege. Victim service providers and legal service providers that are recipients of funds that require participation in HMIS that do not directly enter or contribute data to an HMIS must use a comparable database instead.”*
2. Monthly accomplishment reports must be submitted by the 15th of the month. Narrative reports may also be provided noting services provided and progress toward meeting the performance standards contained herein.
3. Requests for reimbursement may be submitted on a monthly basis, provided expenses have been incurred. If shelter services begin December 19, 2020, The Subrecipient may request reimbursement for an amount not exceeding \$12,181 for the beginning December 19, 2020 and ending December 31, 2020, and no more than \$30,454 per month thereafter, as supported. Should services begin during the month of January, reimbursement will be pro-rated for days of service, based on a maximum monthly reimbursement amount of \$32,484, as supported. In any event, the maximum monthly reimbursement amount shall not exceed \$32,484, as supported.

Project Evaluation: The City shall evaluate this project based on the objective(s) stated in the Part B. Failure by the Subrecipient to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Subrecipient on a pro rata basis with level of service. Subrecipient records are subject to review by the City to ensure the accuracy and validity of information reported in quarterly accomplishment reports.

BUDGET

Delegate Agencies Payroll (incl. taxes and benefits)	\$149,156
Delegate Agencies Utilities	\$ 28,346
Delegate Agencies Telephone/Internet	\$ 976
Janitorial/Paper Goods	\$ 6,156
Delegate Agencies Other Contractuals (repairs/maint.)	\$ 2,204
Delegate Agencies Misc. Commodities (food)	<u>\$ 8,067</u>
TOTAL	\$194,905

**City of Wichita
City Council Meeting
December 1, 2020**

TO: Mayor and City Council

SUBJECT: Water and Sewer Rate Relief Program (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve a rate relief program for eligible City of Wichita water customers.

Background: The Help-2-Others (H2O) Program was approved by the City Council in November 2013 to assist City of Wichita water customers who were unable to make water bill payments due to financial hardship. In 2015, the City Council approved a 0.1% water and sewer rate increase to provide funding to the program, which had been previously funded by donation only. Since 2015, the Center of Hope, a non-profit homeless prevention program, has administered the program and has served 1,649 customers with payments totaling \$161,920.

In December 2019, the City Council approved a rate-relief program to provide assistance to additional, eligible households. The rate relief program was administered by the City of Wichita and supplemented the H2O Program.

Analysis: The H2O Program revenue outpaces the amount being used to assist customers each month. The H2O Program has a current balance of approximately \$178,000.

The supplemental rate-relief program approved in December 2019, assisted over 300 customers. Each eligible customer received a \$50 credit to the water account. Eligibility was based on the 2019 Low-Income Energy Assistance Program (LIEAP) eligibility. The LIEAP program is a federally funded program administered by the Kansas Department of Children and Families. It helps eligible households pay a portion of the home heating costs by providing a one-time per-year benefit to the gas or electric company. To be eligible for LIEAP all persons living at the address may not have a combined income exceeding 130% of the federal poverty level. Of the more than 300 customers approved for the 2019 rate-relief program, 42% of customers were current on water bill payments and, therefore, would not have qualified for H2O assistance from the Center of Hope.

Due to the success of the 2019 Rate-Relief Program, it is recommended that this program be made available annually. The Rate-Relief Program will be in effect each year that H2O Program funding remains available. The fund balance will be analyzed in August of each year, and if adequate balances exist, the rate-relief program will be open for applications from October through December of that same calendar year or until funding is exhausted.

Future Rate-Relief Programs will provide a \$50 credit on the water bill of each City of Wichita active water customer that can provide documentation that they were eligible for LIEAP in that calendar year.

Applications for 2020 will be accepted from December 2 through December 31. Customers may apply at Neighborhood Resource Centers or directly to Public Works & Utilities in person, by email, fax or on-line application. In future years, the program will begin in October.

The Center of Hope will continue to provide emergency assistance to households to prevent service disconnection. Depending on their financial situation, households could apply and receive assistance from both programs in the same calendar year.

Financial Consideration: The Rate-Relief Program will be funded by existing balances within the H2O Program. The Rate-Relief Program will continue until the pre-determined program end date or until funding is exhausted, whichever is earlier.

Legal Considerations: The Law Department has reviewed and approved this action.

Recommendations/Actions: It is recommended that the City Council approve an annual Rate-Relief Program and approve any necessary budget adjustments.

Attachments: None.

City of Wichita
City Council Meeting
December 1, 2020

TO: Mayor and City Council

SUBJECT: 2021 Water and Sewer Rate Adjustments (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the recommended rate adjustments for 2021 and place the water and sewer rate ordinances on first reading.

Background: Every year, the City Council is asked to approve the rate adjustments needed to cover the ongoing cost of providing water and sewer utility services. The required adjustments are driven by capital improvement plans and the inflationary cost of operations and maintenance expenses.

Analysis: Approximately 80% of the funding needs driving the recommended rate adjustments are attributable to capital investments, while the remaining 20% will provide funding for ongoing operations and maintenance. The capital investments include the \$553 million Northwest Water Facility (NWWF) project, the \$356 million Biological Nutrient Removal (BNR) project, and the \$794 million combined water and sewer projects in the Adopted 2021-2030 Capital Improvement Program (CIP). The NWWF project will replace the aging water treatment plant with a fully redundant, 120 million gallons per day (MGD) water treatment plant and the BNR project will provide the upgrades necessary to meet new regulations regarding nitrogen and phosphorous removal. The majority of the 10-year CIP is comprised of infrastructure renewal and replacement projects; some water supply projects and expansion projects are included as well.

Financial Considerations: The recommended rate adjustments for 2021 are 6.50% for water and 3.25% for sewer, for a combined rate adjustment of 5.17%. Future rate increases will be influenced by the cost of the BNR project, the amount of state and federal financing available for the BNR project, changes in operating costs as a result of the NWWF and BNR projects, changes in CIP priorities, and other such factors.

Legal Considerations: The Law Department has reviewed and approved the ordinances as to form.

Recommendations/Actions: It is recommended that the City Council approve the combined 5.17% rate adjustment for 2021, place the ordinances on first reading, and authorize the necessary signatures.

Attachments: Water rate ordinance and sewer rate ordinances.

(First published in *The Wichita Eagle*, on December 11, 2020)

ORDINANCE NO. 51-382

AN ORDINANCE AMENDING SECTION 16.14.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, RELATING TO SCHEDULE OF RATES AND CHARGES FOR USERS OF THE SANITARY SEWER SYSTEM AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 16.14.040, of the Code of the City of Wichita is hereby amended to read as follows:

I. SCHEDULE OF USE CHARGES.

Each user of the sewerage system of the City shall pay, for the use of such system, sewer charges at no less than monthly intervals based where possible upon the consumption of water by such user as recorded by each of the water meters or sewer meters serving the premises according to the classifications and schedule set forth in this section.

Where any commercial or industrial premises are connected with the City's sewerage system but are not served by the City's water utility system, the owner or occupant of such premises shall, at their own expense, install and maintain on such premises a water meter or meters of a type and at a location acceptable to the Utilities of the City, which shall measure all water received on said premises from all sources, and the sewer services charge of said premises as prescribed in this section shall be based upon such meter recording. The City shall install equipment to automate the reading of said meters. The City shall charge a one-time installation fee based upon meter size for the purpose of administrative and replacement costs. A sewage meter, as set forth in the following sub-section of this section, may be substituted for the water meter requirement.

II. SEWER SERVICE VOLUME BASE:

If a commercial or industrial user desires to establish eligibility for a sewer service volume base of less than one hundred percent (100%) of water consumption, said user must submit an application in writing to the Wichita Water Utility. Upon approval the customer shall authorize the City to install the following at the Customer's expense:

A sewage meter acceptable to the director of public works & utilities to measure the volume of liquid actually discharged into the sewerage system from their premises. Customers receiving credits through the use of water meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of said meters. If a credit is to be applied to the customer's account, the customer must have the meter tested and calibrated every two years by Wichita Water Utilities. The cost of the test will be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and re-installment of the meter once testing has been completed. Sewer meters are required to be calibrated annually. Calibration must be provided through a recognized testing agency and certification of calibration must be provided to the Utilities upon completion. Calibration records shall be maintained by the City for a period of five years. No meter shall be installed on wastewater discharged until approval has been obtained from the director of public works & utilities or their duly authorized representative. Tampering with, injuring, or removing meters without written permission from the director of public works & utilities or their duly authorized representative is prohibited. In the event a sewage meter is installed, the rate schedule as set forth in this chapter shall be applied to the volume of sewage entering the sanitary sewer as measured by the meter. In the event of a meter malfunction, the customer shall be responsible for repairs. In the event that the metered amount of water consumption is less than the amount of discharge, Customer Service staff will verify that the water meter is registering flow accurately. If the water meter appears to be operating correctly, the customer will be notified and corrective action by the customer must be taken before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services will be based on metered water consumption. In the event that that metered water consumption begins to increase over metered discharge or if the only metered service is sewer and metered waste drops more than ten percent, Customer Service staff will verify that the water meter is registering flow accurately and/or that the sewer meter is registering flow. If the water meter appears to be operating correctly and the sewer meter is registering flow, the customer will be notified and corrective action by the customer will be required before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services for those accounts with metered water service will be based on 125% of average metered water consumption. For those accounts that are metered sewer only accounts, bills will be estimated based on 125% of the average of the prior twelve months metered discharge.

In lieu of sewage meter(s), the user may request installation of auxiliary water meter(s) to measure the portion of water consumed which is diverted from entering the sanitary sewer. In the event an auxiliary water meter is installed, the volume of water metered by such meter(s) shall be deducted from the total volume of water consumed before the sewer service charge rate schedule is applied. Customers receiving credits through the use of water meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of the said meters. If a

credit is to be applied to the customer's account, the customer must have the meter tested and calibrated every two years by Wichita Water Utilities. The cost of the test will be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and re-installment of the meter once testing has been completed. The City may install meters and charge the customer for the meter, installation fees, and a monthly fee based on the size of the meter.

No credits for sewer use shall be given until the type and location of meters installed have been approved by the director of public works & utilities or their duly authorized representative.

Sewer volume credits established in accordance with the provisions of this Section for commercial and industrial users shall be prospective only.

III. EXTRA STRENGTH CHARGE:

Sewage discharged to the sanitary sewer system from each industrial or commercial user shall be subject to an extra strength charge when the biochemical oxygen demand (BOD) concentration exceeds two hundred fifty milligrams per liter, the suspended solids (SS) exceeds a concentration of three hundred milligrams per liter, or the oil and grease concentration exceeds one hundred milligrams per liter, as determined by Environmental Protection Agency Methodology stipulated in 40 CFR Part 136 analysis procedures. Sample collection methodology will be as specified by the director of public works & utilities. Extra strength charges shall be calculated according to the formula:

$$S = V (0.00832) (X(BOD-250) + Y(SS-300) + Z(O\&G-100))$$

Where:

S	=	Extra strength charge in dollars
V	=	Sewage volume in thousands of gallons
0.00832	=	Conversion factor for thousands of gallons to million pounds
X	=	Applicable unit charge for BOD in dollars per pound from the schedule below
BOD	=	BOD strength index in parts per million by weight or mg/l
250	=	Allowable BOD strength under normal volume charges in parts per million by weight or mg/l
Y	=	Applicable unit charge for suspended solids in dollars per pound from the schedule below
SS	=	Suspended solids strength index in parts per million by weight or mg/l
300	=	Allowable suspended solids strength under normal volume charges in parts per million by weight or mg/l
Z	=	Applicable unit charge for oil and grease in dollars per pound from the schedule below
O&G	=	Oil and grease index in parts per million by weight or mg/l

100 Allowable oil and grease under normal volume charges in parts per million by weight or mg/l

EXTRA STRENGTH UNIT CHARGES ESTABLISHED AS SHOWN IN SCHEDULE BELOW:

INSIDE CITY

	Charge per Pound <u>2021 & Beyond</u>
BOD	\$ 0.27
Suspended Solids	0.21
Grease	4.12

OUTSIDE CITY

	Charge per Pound <u>2021 & Beyond</u>
BOD	\$ 0.44
Suspended Solids	0.34
Grease	6.59

IV. TOXIC POLLUTANT CHARGE:

Discharging of any toxic pollutants is prohibited under City Code Section 16.22. If any such waters or wastes enter into the municipal sewer system which cause an increase in the cost of managing the effluent or the sludge from the City's treatment plants and/or collection system, the discharger shall pay for the increased costs, and will be subject to the penalties ascribed in Chapter 16.22.

V. WASTEWATER ANALYSIS:

Samples and measurements will be taken by the City, as required by the director of public works & utilities or their authorized representative. The strength of the sewage discharge by the industrial or commercial user will be determined by the analyses of said samples.

The user, at their expense, may be required at the sole discretion of the director of public works & utilities to provide monitoring and flow measurement facilities which coincide at the point at which effluent limits apply. Sampling locations must be safe, convenient, and accessible to the industrial user and Wichita Water Utilities personnel.

If any industrial or commercial user chooses not to accept the analytical determination made by the City for a billing period, such user shall, prior to the date on which payment of the charges for such billing is due, notify the director of public works & utilities in writing and, at their sole expense, employ an

independent laboratory which is certified by the Kansas Department of Health and Environment and acceptable to the director of public works & utilities, to conduct sampling and analysis of their sewage.

The time period, location, and method for the collection of the samples shall be designated by the City. The City and the independent laboratory shall both preside over the collection of the samples and shall equally divide the samples so that duplicate analysis may be performed.

If results of the analysis of the sewage sample made by both the City and the independent laboratory are not comparable, the director of public works & utilities may appoint a second independent laboratory certified by the Kansas Department of Health and Environment to analyze the sewage. The sampling procedures used will be the same as those outlined above. The results of these analyses, together with the previous results, shall be used to determine the actual extra strength charges for the subject billing period. The fee for the second independent laboratory analyses shall be paid for by the user.

VI. MONITORING CHARGE:

When regulations, Federal, State or City, require monitoring of the waste from an industry, that industry shall pay a monitoring charge.

The monitoring charge shall consist of all costs for personnel, material and equipment used to collect and analyze samples from the user's wastewater. The exact charge shall be based on actual costs and shall be determined by the director of public works & utilities.

VII. REVIEW OF USER CHARGE RATE STRUCTURE:

The user charge rate schedule of the City shall be reviewed and adjusted at least biennially to:

- a) Maintain the proportional distribution of operation, maintenance and replacement costs among user classes.
- b) Provide adequate revenues to cover operation, maintenance and replacement and debt service costs.

VIII. SEWER RATES AND CHARGES

On and after January 1, 2021, the schedule of rates and charges as set forth below shall apply to all categories of sewer customers.

INSIDE CITY

A. BASE SERVICE CHARGES (Monthly charges based on water meter size)

<u>METER SIZES</u>	<u>2021 & Beyond</u>
5/8 inch	\$ 10.42
3/4 inch	10.42
1 inch	10.42

1 1/2 inch	16.84
2 inch	25.20
3 inch	72.86
4 inch	92.68
6 inch	175.30
8 inch	249.86
10 inch	385.33
12 inch	562.40

B. VOLUME CHARGES (per 1,000 gallons of metered water consumption)

2021 & Beyond
\$ 4.11

OUTSIDE CITY

C. BASE SERVICE CHARGES (Monthly charges based on water meter size)

<u>METER SIZES</u>	<u>2021 & Beyond</u>
5/8 inch	\$ 16.70
3/4 inch	16.70
1 inch	16.70
1 1/2 inch	26.95
2 inch	40.18
3 inch	116.58
4 inch	148.27
6 inch	280.48
8 inch	399.73
10 inch	616.52
12 inch	899.83

D. VOLUME CHARGES (per 1,000 gallons of metered water consumption)

2021 & Beyond
\$ 6.57

E. FLAT RATE CHARGES

INSIDE CITY

Rates per 1,000 Gallons
2021 & Beyond
\$ 30.42

OUTSIDE CITY

Rates per 1,000 Gallons
2021 & Beyond
\$ 48.66

F. WHOLESALE RATES

Monthly, per 1,000 gallons	<u>2021 & Beyond</u> \$ 3.25
----------------------------	-------------------------------------

IX. GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY

Government military facilities located outside the City of Wichita shall be charged inside city rates for sewer service.

X. MISCELLANEOUS CHARGES

Other charges and billing for special services, such as but not limited to administrative cost, account origination fees, collection cost, disconnect/reconnect fees, damages and/or vandalism to Utility infrastructure and appurtenances, etc., shall be determined by the director of public works & utilities and set forth in Sections 16.04.055.

SECTION 2. The original of Section 16.14.040 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after December 8, 2020 and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 8th day of December, 2020.

Brandon J. Whipple, Mayor
City of Wichita

ATTEST:

Approved as to Form:

Karen Sublett, City Clerk

Jennifer Magaña, Director of Law
and City Attorney

(First published in *The Wichita Eagle*, on _____.)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 16.14.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, RELATING TO SCHEDULE OF RATES AND CHARGES FOR USERS OF THE SANITARY SEWER SYSTEM AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 16.14.040, of the Code of the City of Wichita is hereby amended to read as follows:

I.SCHEDULE OF USE CHARGES.

Each user of the sewerage system of the City shall pay, for the use of such system, sewer charges at no less than monthly intervals based where possible upon the consumption of water by such user as recorded by each of the water meters or sewer meters serving the premises according to the classifications and schedule set forth in this section.

Where any commercial or industrial premises are connected with the City's sewerage system but are not served by the City's water utility system, the owner or occupant of such premises shall, at their own expense, install and maintain on such premises a water meter or meters of a type and at a location acceptable to the Utilities of the City, which shall measure all water received on said premises from all sources, and the sewer services charge of said premises as prescribed in this section shall be based upon such meter recording. The City shall install equipment to automate the reading of said meters. The City shall charge a one-time installation fee based upon meter size for the purpose of administrative and replacement costs. A sewage meter, as set forth in the following sub-section of this section, may be substituted for the water meter requirement.

II.SEWER SERVICE VOLUME BASE:

If a commercial or industrial user desires to establish eligibility for a sewer service volume base of less than one hundred percent (100%) of water consumption, said user must submit an application in writing to the Wichita Water Utility. Upon approval the customer shall authorize the City to install the following at the Customer's expense:

A sewage meter acceptable to the director of public works & utilities to measure the volume of liquid actually discharged into the sewerage system from their premises. Customers receiving credits through the use of water meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of said meters. If a credit is to be applied to the customer's account, the customer must have the meter tested and calibrated every two years by Wichita Water Utilities. The cost of the test will be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and re-installment of the meter once testing has been completed. Sewer meters are required to be calibrated annually. Calibration must be provided through a recognized testing agency and certification of calibration must be provided to the Utilities upon completion. Calibration records shall be maintained by the City for a period of five years. No meter shall be installed on wastewater discharged until approval has been obtained from the director of public works & utilities or their duly authorized representative. Tampering with, injuring, or removing meters without written permission from the director of public works & utilities or their duly authorized representative is prohibited. In the event a sewage meter is installed, the rate schedule as set forth in this chapter shall be applied to the volume of sewage entering the sanitary sewer as measured by the meter. In the event of a meter malfunction, the customer shall be responsible for repairs. In the event that the metered amount of water consumption is less than the amount of discharge, Customer Service staff will verify that the water meter is registering flow accurately. If the water meter appears to be operating correctly, the customer will be notified and corrective action by the customer must be taken before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services will be based on metered water consumption. In the event that that metered water consumption begins to increase over metered discharge or if the only metered service is sewer and metered waste drops more than ten percent, Customer Service staff will verify that the water meter is registering flow accurately and/or that the sewer meter is registering flow. If the water meter appears to be operating correctly and the sewer meter is registering flow, the customer will be notified and corrective action by the customer will be required before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services for those accounts with metered water service will be based on 125% of average metered water consumption. For those accounts that are metered sewer only accounts, bills will be estimated based on 125% of the average of the prior twelve months metered discharge.

In lieu of sewage meter(s), the user may request installation of auxiliary water meter(s) to measure the portion of water consumed which is diverted from entering the sanitary sewer. In the event an auxiliary water meter is installed, the volume of water metered by such meter(s) shall be deducted from the total volume of water consumed before the sewer service charge rate schedule is applied. Customers receiving credits through the use of water meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of the said meters. If a

credit is to be applied to the customer’s account, the customer must have the meter tested and calibrated every two years by Wichita Water Utilities. The cost of the test will be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and re-installment of the meter once testing has been completed. The City may install meters and charge the customer for the meter, installation fees, and a monthly fee based on the size of the meter.

No credits for sewer use shall be given until the type and location of meters installed have been approved by the director of public works & utilities or their duly authorized representative.

Sewer volume credits established in accordance with the provisions of this Section for commercial and industrial users shall be prospective only.

III.EXTRA STRENGTH CHARGE:

Sewage discharged to the sanitary sewer system from each industrial or commercial user shall be subject to an extra strength charge when the biochemical oxygen demand (BOD) concentration exceeds two hundred fifty milligrams per liter, the suspended solids (SS) exceeds a concentration of three hundred milligrams per liter, or the oil and grease concentration exceeds one hundred milligrams per liter, as determined by Environmental Protection Agency Methodology stipulated in 40 CFR Part 136 analysis procedures. Sample collection methodology will be as specified by the director of public works & utilities. Extra strength charges shall be calculated according to the formula:

$$S = V (0.00832) (X(BOD-250) + Y(SS-300) + Z(O\&G-100))$$

Where:

- S = Extra strength charge in dollars
- V = Sewage volume in thousands of gallons
- 0.00832 = Conversion factor for thousands of gallons to million pounds
- X = Applicable unit charge for BOD in dollars per pound from the schedule below
- BOD = BOD strength index in parts per million by weight or mg/l
- 250 = Allowable BOD strength under normal volume charges in parts per million by weight or mg/l
- Y = Applicable unit charge for suspended solids in dollars per pound from the schedule below
- SS = Suspended solids strength index in parts per million by weight or mg/l
- 300 = Allowable suspended solids strength under normal volume charges in parts per million by weight or mg/l
- Z = Applicable unit charge for oil and grease in dollars per pound from the schedule below
- O&G = Oil and grease index in parts per million by weight or mg/l

100 Allowable oil and grease under normal volume charges in parts per million by weight or mg/l

EXTRA STRENGTH UNIT CHARGES ESTABLISHED AS SHOWN IN SCHEDULE BELOW:

INSIDE CITY

Charge per Pound
~~2020-2021~~ & Beyond

BOD	\$ 0.27
Suspended Solids	<u>0.21</u> -0.20
Grease	<u>4.12</u> -3.99

OUTSIDE CITY

Charge per Pound
~~2020-2021~~ & Beyond

BOD	\$ <u>0.44</u> -0.42
Suspended Solids	<u>0.34</u> -0.33
Grease	<u>6.59</u> -6.39

IV. TOXIC POLLUTANT CHARGE:

Discharging of any toxic pollutants is prohibited under City Code Section 16.22. If any such waters or wastes enter into the municipal sewer system which cause an increase in the cost of managing the effluent or the sludge from the City's treatment plants and/or collection system, the discharger shall pay for the increased costs, and will be subject to the penalties ascribed in Chapter 16.22.

V. WASTEWATER ANALYSIS:

Samples and measurements will be taken by the City, as required by the director of public works & utilities or their authorized representative. The strength of the sewage discharge by the industrial or commercial user will be determined by the analyses of said samples.

The user, at their expense, may be required at the sole discretion of the director of public works & utilities to provide monitoring and flow measurement facilities which coincide at the point at which effluent limits apply. Sampling locations must be safe, convenient, and accessible to the industrial user and Wichita Water Utilities personnel.

If any industrial or commercial user chooses not to accept the analytical determination made by the City for a billing period, such user shall, prior to the date on which payment of the charges for such billing is due, notify the director of public works & utilities in writing and, at their sole expense, employ an

independent laboratory which is certified by the Kansas Department of Health and Environment and acceptable to the director of public works & utilities, to conduct sampling and analysis of their sewage.

The time period, location, and method for the collection of the samples shall be designated by the City. The City and the independent laboratory shall both preside over the collection of the samples and shall equally divide the samples so that duplicate analysis may be performed.

If results of the analysis of the sewage sample made by both the City and the independent laboratory are not comparable, the director of public works & utilities may appoint a second independent laboratory certified by the Kansas Department of Health and Environment to analyze the sewage. The sampling procedures used will be the same as those outlined above. The results of these analyses, together with the previous results, shall be used to determine the actual extra strength charges for the subject billing period. The fee for the second independent laboratory analyses shall be paid for by the user.

VI. MONITORING CHARGE:

When regulations, Federal, State or City, require monitoring of the waste from an industry, that industry shall pay a monitoring charge.

The monitoring charge shall consist of all costs for personnel, material and equipment used to collect and analyze samples from the user's wastewater. The exact charge shall be based on actual costs and shall be determined by the director of public works & utilities.

VII. REVIEW OF USER CHARGE RATE STRUCTURE:

The user charge rate schedule of the City shall be reviewed and adjusted at least biennially to:

- a) Maintain the proportional distribution of operation, maintenance and replacement costs among user classes.
- b) Provide adequate revenues to cover operation, maintenance and replacement and debt service costs.

VIII. SEWER RATES AND CHARGES

On and after January 1, ~~2020~~2021, the schedule of rates and charges as set forth below shall apply to all categories of sewer customers.

INSIDE CITY

A. BASE SERVICE CHARGES (Monthly charges based on water meter size)

<u>METER SIZES</u>	<u>2020-2021 & Beyond</u>
5/8 inch	\$ <u>10.42</u> -10.09
3/4 inch	<u>10.42</u> -10.09
1 inch	<u>10.42</u> -10.09

1 1/2 inch	16.84 -16.31
2 inch	25.20 -24.41
3 inch	72.86 -70.57
4 inch	92.68 -89.76
6 inch	175.30 -169.79
8 inch	249.86 -241.99
10 inch	385.33 -373.20
12 inch	562.40 -544.70

B. VOLUME CHARGES (per 1,000 gallons of metered water consumption)

2020-2021 & Beyond
\$ 3.984.11

OUTSIDE CITY

C. BASE SERVICE CHARGES (Monthly charges based on water meter size)

<u>METER SIZES</u>	<u>2020-2021 & Beyond</u>
5/8 inch	\$ 16.70 -16.18
3/4 inch	16.70 -16.18
1 inch	16.70 -16.18
1 1/2 inch	26.95 -26.10
2 inch	40.18 -38.91
3 inch	116.58 -112.91
4 inch	148.27 -143.60
6 inch	280.48 -271.65
8 inch	399.73 -387.14
10 inch	616.52 -597.12
12 inch	899.83 -871.51

D. VOLUME CHARGES (per 1,000 gallons of metered water consumption)

2020-2021 & Beyond
\$ 6.376.57

E. FLAT RATE CHARGES

INSIDE CITY

Rates per 1,000 Gallons
2020-2021 & Beyond
\$ 29.4630.42

OUTSIDE CITY

Rates per 1,000 Gallons
2020-2021 & Beyond
\$ 47.1348.66

F. WHOLESALE RATES

Monthly, per 1,000 gallons	<u>2020-2021 & Beyond</u> \$ <u>3.153.25</u>
----------------------------	---

IX. GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY

Government military facilities located outside the City of Wichita shall be charged inside city rates for sewer service.

X. MISCELLANEOUS CHARGES

Other charges and billing for special services, such as but not limited to administrative cost, account origination fees, collection cost, disconnect/reconnect fees, damages and/or vandalism to Utility infrastructure and appurtenances, etc., shall be determined by the director of public works & utilities and set forth in Sections 16.04.055.

SECTION 2. The original of Section 16.14.040 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after _____,
and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this _____ day of _____.

Brandon J. Whipple, Mayor
City of Wichita

ATTEST:

Approved as to Form:

Karen Sublett, City Clerk

Jennifer Magaña, Director of Law
and City Attorney

(First published in *The Wichita Eagle*, on December 11, 2020)

ORDINANCE NO. 51-383

AN ORDINANCE AMENDING SECTION 17.12.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE, AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 17.12.090 of the Code of the City of Wichita is hereby amended to read as follows:

WATER RATES AND CHARGES. On and after January 1, 2021, the schedule of rates and charges as set forth below shall apply to all categories of water customers with metered, flat rate or fire protection services:

I. MINIMUM WATER SERVICE CHARGES

Minimum water service charges per meter, per monthly billing period, based on water service sizes, shall be assessed to all customers who have service availability at any time during a billing period as shown below. An individual is deemed to have service available if the private water service system, at the individual's residence or business, has been connected to the City of Wichita's water system at any time during a billing period. The minimum charge is to be applied regardless of whether or not any water volume passed from the City to private water systems during a billing period. Water service connections deemed inactive by the director of public works & utilities shall not be assessed minimum water service charges.

A. METERED WATER SERVICES

INSIDE CITY

MINIMUM MONTHLY

<u>WATER METER SIZES</u>	<u>2021 & Beyond</u>
5/8 inch	\$ 16.41
3/4 inch	16.41
1 inch	16.41
1 1/2 inch	21.34
2 inch	27.16
3 inch	45.73
4 inch	60.74
6 inch	91.97
8 inch	122.95

10 inch	157.31
12 inch	218.43

OUTSIDE CITY & WHOLESALE METERED WATER SERVICES

MINIMUM MONTHLY

<u>WATER METER SIZES</u>	<u>2021 & Beyond</u>
5/8 inch	\$ 26.27
3/4 inch	26.27
1 inch	26.27
1 1/2 inch	34.14
2 inch	43.49
3 inch	73.20
4 inch	97.24
6 inch	147.23
8 inch	196.83
10 inch	251.85
12 inch	349.67
16 inch	790.95

B. FIRE PROTECTION FLAT MONTHLY CHARGES

INSIDE CITY

MINIMUM MONTHLY

<u>PIPE SIZES</u>	<u>2021 & Beyond</u>
5/8 inch	\$ 5.30
3/4 inch	5.47
1 inch	6.08
1 1/2 inch	7.24
2 inch	8.80
3 inch	16.60
4 inch	22.02
6 inch	34.21
8 inch	45.90
10 inch	59.55
12 inch	80.40

OUTSIDE CITY

MINIMUM MONTHLY

<u>PIPE SIZES</u>	<u>2021 & Beyond</u>
5/8 inch	\$ 8.51
3/4 inch	8.76
1 inch	9.73
1 1/2 inch	11.61
2 inch	14.07
3 inch	26.54
4 inch	35.23
6 inch	54.75

8 inch	73.46
10 inch	95.27
12 inch	128.65

II. WATER VOLUME CHARGES

Charges for any volume of water passing from the City of Wichita water system to a private water system shall be billed to the individual residing at the residence or business. Volume charges shall not apply to flat rate services which have been properly established with the Wichita Water Utilities.

A. AVERAGE WINTER CONSUMPTION

Average winter consumption (AWC) shall be defined as the arithmetic mean of monthly consumption computed by adding the metered consumption on bills rendered during the months of December, January, February, and March and then dividing this sum by the number of billings rendered during these same months. Each customer's AWC shall be recalculated in April of each year. Metered consumption charges for the ensuing twelve months shall be computed utilizing the AWC as calculated each April, apportioning usage among the applicable rate blocks as designated below. In those instances where no consumption data exists for the calculation of an AWC for particular customers, the director of public works & utilities shall determine the most appropriate method of establishing average winter consumptions for such circumstances. The minimum monthly AWC for any metered service sized one (1) inch or less shall be 6,000 gallons. If a billing period of greater than one month (defined as days of service within twenty eight to thirty one days) is used, the actual or minimum AWC shall be adjusted accordingly on a daily basis.

B. RETAIL VOLUME CHARGES

INSIDE CITY

	Rates Per 1,000 Gallons <u>2021 & Beyond</u>
Block 1: Metered Consumption through 110% of AWC	\$ 2.61
Block 2: Metered Consumption between 111% and 310% of AWC and from Fire Services	\$ 9.11
Block 3: Metered Consumption Above 310% of AWC	\$ 13.33

OUTSIDE CITY

	Rates Per 1,000 Gallons <u>2021 & Beyond</u>
Block 1: Metered Consumption through	\$ 4.18

110% of AWC

Block 2: Metered Consumption between 111% and 310% of AWC and from Fire Services \$ 14.59

Block 3: Metered Consumption Above 310% of AWC \$ 21.34

C. RETAIL VOLUME CONSERVATION CONTRACT RATES

In order to obtain significant reductions in customers' annual water use, through more efficient use of Wichita's water resources, the director of public works & utilities is empowered to negotiate and execute contracts with retail customers which provide for a significant annual water savings by customers in return for charging all water use at the retail volume conservation contract rate. The director of public works & utilities is further empowered to establish such rules and regulations in contract terms as may be necessary to most equitably carry out the intent of this section. Rules and regulations shall be promulgated based on the needs of the City of Wichita as demonstrated in its water conservation plan and programs to address the requirements of the State of Kansas. In all circumstances, customers seeking to qualify for the conservation contract rate must make written application to the director of public works & utilities, detailing methods to be employed to conserve water, the time frame for implementing such conservation methods and the expected annual water savings in gallons per year to be derived from implementing such conservation plans. Each January, customers who have entered into conservation contract rate agreements shall report the results of their conservation initiatives to the director of public works & utilities. If the director of public works & utilities determines that any customer did not meet the goal, then a billing will be rendered to the customer to reconcile charges for the proportion of the customer's prior year total annual consumption volume that did not qualify for the retail conservation contract rate as determined by the formula below:

$$(\text{PRIOR YEAR'S RETAIL VOLUME CHARGE BLOCK 2 RATE} - \text{PRIOR YEAR'S RETAIL VOLUME CONSERVATION CONTRACT RATE}) \times ((\text{PRIOR YEAR'S ANNUAL WATER USE}/1,000) \times (1 - (\text{PRIOR YEAR'S ACTUAL ANNUAL GALLONS OF WATER SAVED} / \text{PRIOR YEAR'S PROJECTED ANNUAL GALLONS OF WATER SAVED})))$$

Customers exceeding their water conservation goals may use such excess savings in gallons as a credit toward the next year's water savings goal. This rate shall only be made available to customers who can demonstrate potential water savings that would be considered economically significant to the City of Wichita as determined by the director of public works & utilities.

INSIDE CITY CONSERVATION CONTRACT RATE

	<u>Rates Per 1,000 Gallons 2021 & Beyond</u>
Block 1: All Metered Consumption	\$ 6.77

OUTSIDE CITY CONSERVATION CONTRACT RATE

	<u>Rates Per 1,000 Gallons 2021 & Beyond</u>
Block 1: All Metered Consumption	\$ 10.85

D. WHOLESALE VOLUME RATES

	<u>Rates Per 1,000 Gallons 2021 & Beyond</u>
Block 1: Metered Consumption through 110% of AWC	\$ 3.02
Block 2: Metered Consumption between 111% and 310% of AWC and from Fire Services	\$ 15.66
Block 3: Metered Consumption above 310% of AWC	\$ 23.45

E. UNIFORM WHOLESALE VOLUME RATES

	<u>Rates Per 1,000 Gallons 2021 & Beyond</u>
All Metered Consumption	\$ 4.19

F. NON POTABLE VOLUME RATES

	<u>Rates Per 1,000 Gallons 2021 & Beyond</u>
All Metered Consumption	\$ 1.35

III. ASSOCIATION OF LAWN SERVICES

In all cases where practical and appropriate, lawn service accounts shall be associated with the primary service account at a particular service location. The individual consumption amounts for the primary service account and the lawn service accounts shall be added together and the total consumption for the billing period shall be allocated to the appropriate water volume charge rate blocks and volume charges calculated therefor. The consumption as recorded on billings rendered in the months of December, January, February and March for both the primary and lawn service accounts shall be used to calculate the average winter consumption used in apportioning water usage among the volume rate blocks whenever lawn service accounts are associated with primary service accounts.

IV. LATE CHARGES

An amount equal to one and one-half percent of the unpaid balance will be added to all bills not paid within twenty-five (25) days of the date of issuance.

V. MISCELLANEOUS CHARGES

When termination of water service has been ordered by the department for any cause, the customer shall be charged a fee to cover costs of arranging such termination. In instances where the service is actually terminated and later reinstated, the customer shall be charged an additional fee to cover costs of reinstating the service.

If a customer requests inspection and testing of a meter a testing fee shall be paid. If upon such examination and test conducted in the presence of the customer, or the customer's representative, the meter is found to be inaccurate according to the standards of the American Water Works Association, a meter will be substituted and the adjustment of the water bill for the preceding billing period shall include a credit for the testing fee.

Where water service is turned on and shut off in a period of less than one billing period, the billing shall be computed as if service was rendered for an entire billing period. Any customer desiring to discontinue water service temporarily must make request therefor at the office of the department not less than two working days prior to the date on which the service is desired to be discontinued. After the effective date of such discontinuance, all charges for such water and water service shall cease for the period during which the service shall be shut off; provided, that the period of such discontinuance shall not be less than thirty days.

A fee shall be required for the disconnection of a lawn service when the customer of record requests disconnection without concurrently requesting disconnection of the associated service account at the service location. An additional fee shall be required for the reconnection of the lawn service at the same location.

The fees authorized in this section, and other charges and billing for special services, such as but not limited to administrative costs, account origination fees, collection costs, damages and/or vandalism to Utility infrastructure and appurtenances, etc., shall be as set forth in Section 17.12.080.

VI. GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY

Government military facilities located outside the City of Wichita shall be charged inside city rates for water service.

SECTION 2. The original of Section 17.12.090 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after December 8, 2020, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 8th day of December, 2020.

Brandon J. Whipple, Mayor
City of Wichita

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, Director of Law
and City Attorney

54000101

(First published in *The Wichita Eagle*, on _____.)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 17.12.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE, AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 17.12.090 of the Code of the City of Wichita is hereby amended to read as follows:

WATER RATES AND CHARGES. On and after January 1, ~~2020~~2021, the schedule of rates and charges as set forth below shall apply to all categories of water customers with metered, flat rate or fire protection services:

I. MINIMUM WATER SERVICE CHARGES

Minimum water service charges per meter, per monthly billing period, based on water service sizes, shall be assessed to all customers who have service availability at any time during a billing period as shown below. An individual is deemed to have service available if the private water service system, at the individual's residence or business, has been connected to the City of Wichita's water system at any time during a billing period. The minimum charge is to be applied regardless of whether or not any water volume passed from the City to private water systems during a billing period. Water service connections deemed inactive by the director of public works & utilities shall not be assessed minimum water service charges.

A. METERED WATER SERVICES

INSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES

5/8 inch
3/4 inch
1 inch
1 1/2 inch
2 inch
3 inch
4 inch
6 inch
8 inch

2020-2021 & Beyond

\$ ~~16.41~~ ~~15.41~~
~~16.41~~ ~~15.41~~
~~16.41~~ ~~15.41~~
~~21.34~~ ~~20.04~~
~~27.16~~ ~~25.50~~
~~45.73~~ ~~42.94~~
~~60.74~~ ~~57.03~~
~~91.97~~ ~~86.36~~
~~122.95~~ ~~115.44~~

10 inch	<u>157.31</u> -147.71
12 inch	<u>218.43</u> -205.10

OUTSIDE CITY & WHOLESALE METERED WATER SERVICES

MINIMUM MONTHLY

<u>WATER METER SIZES</u>	<u>2020-2021 & Beyond</u>
5/8 inch	\$ <u>26.27</u> -24.67
3/4 inch	<u>26.27</u> -24.67
1 inch	<u>26.27</u> -24.67
1 1/2 inch	<u>34.14</u> -32.05
2 inch	<u>43.49</u> -40.83
3 inch	<u>73.20</u> -68.73
4 inch	<u>97.24</u> -91.30
6 inch	<u>147.23</u> -138.25
8 inch	<u>196.83</u> -184.81
10 inch	<u>251.85</u> -236.48
12 inch	<u>349.67</u> -328.33
16 inch	<u>790.95</u> -742.67

B. FIRE PROTECTION FLAT MONTHLY CHARGES

INSIDE CITY

MINIMUM MONTHLY

<u>PIPE SIZES</u>	<u>2020-2021 & Beyond</u>
5/8 inch	\$ <u>5.30</u> -4.98
3/4 inch	<u>5.47</u> -5.13
1 inch	<u>6.08</u> -5.71
1 1/2 inch	<u>7.24</u> -6.79
2 inch	<u>8.80</u> -8.27
3 inch	<u>16.60</u> -15.59
4 inch	<u>22.02</u> -20.67
6 inch	<u>34.21</u> -32.12
8 inch	<u>45.90</u> -43.10
10 inch	<u>59.55</u> -55.92
12 inch	<u>80.40</u> -75.49

OUTSIDE CITY

MINIMUM MONTHLY

<u>PIPE SIZES</u>	<u>2020-2021 & Beyond</u>
5/8 inch	\$ <u>8.51</u> -7.99
3/4 inch	<u>8.76</u> -8.22
1 inch	<u>9.73</u> -9.14
1 1/2 inch	<u>11.61</u> -10.90
2 inch	<u>14.07</u> -13.21
3 inch	<u>26.54</u> -24.92
4 inch	<u>35.23</u> -33.08
6 inch	<u>54.75</u> -51.41

8 inch
10 inch
12 inch

~~73.46~~ ~~68.98~~
~~95.27~~ ~~89.45~~
~~128.65~~ ~~120.80~~

II. WATER VOLUME CHARGES

Charges for any volume of water passing from the City of Wichita water system to a private water system shall be billed to the individual residing at the residence or business. Volume charges shall not apply to flat rate services which have been properly established with the Wichita Water Utilities.

A. AVERAGE WINTER CONSUMPTION

Average winter consumption (AWC) shall be defined as the arithmetic mean of monthly consumption computed by adding the metered consumption on bills rendered during the months of December, January, February, and March and then dividing this sum by the number of billings rendered during these same months. Each customer's AWC shall be recalculated in April of each year. Metered consumption charges for the ensuing twelve months shall be computed utilizing the AWC as calculated each April, apportioning usage among the applicable rate blocks as designated below. In those instances where no consumption data exists for the calculation of an AWC for particular customers, the director of public works & utilities shall determine the most appropriate method of establishing average winter consumptions for such circumstances. The minimum monthly AWC for any metered service sized one (1) inch or less shall be 6,000 gallons. If a billing period of greater than one month (defined as days of service within twenty eight to thirty one days) is used, the actual or minimum AWC shall be adjusted accordingly on a daily basis.

B. RETAIL VOLUME CHARGES

INSIDE CITY

		Rates Per 1,000 Gallons <u>2020-2021 & Beyond</u>
Block 1:	Metered Consumption through 110% of AWC	\$ <u>2.61</u> 2.45
Block 2:	Metered Consumption between 111% and 310% of AWC and from Fire Services	\$ <u>9.11</u> 8.56
Block 3:	Metered Consumption Above 310% of AWC	\$ <u>13.33</u> 12.52

OUTSIDE CITY

		Rates Per 1,000 Gallons <u>2020-2021 & Beyond</u>
Block 1:	Metered Consumption through	\$ <u>4.18</u> 3.93

110% of AWC

Block 2: Metered Consumption between 111% and 310% of AWC and from Fire Services \$ ~~14.59~~ ~~13.70~~

Block 3: Metered Consumption Above 310% of AWC \$ ~~21.34~~ ~~20.04~~

C. RETAIL VOLUME CONSERVATION CONTRACT RATES

In order to obtain significant reductions in customers' annual water use, through more efficient use of Wichita's water resources, the director of public works & utilities is empowered to negotiate and execute contracts with retail customers which provide for a significant annual water savings by customers in return for charging all water use at the retail volume conservation contract rate. The director of public works & utilities is further empowered to establish such rules and regulations in contract terms as may be necessary to most equitably carry out the intent of this section. Rules and regulations shall be promulgated based on the needs of the City of Wichita as demonstrated in its water conservation plan and programs to address the requirements of the State of Kansas. In all circumstances, customers seeking to qualify for the conservation contract rate must make written application to the director of public works & utilities, detailing methods to be employed to conserve water, the time frame for implementing such conservation methods and the expected annual water savings in gallons per year to be derived from implementing such conservation plans. Each January, customers who have entered into conservation contract rate agreements shall report the results of their conservation initiatives to the director of public works & utilities. If the director of public works & utilities determines that any customer did not meet the goal, then a billing will be rendered to the customer to reconcile charges for the proportion of the customer's prior year total annual consumption volume that did not qualify for the retail conservation contract rate as determined by the formula below:

$$(\text{PRIOR YEAR'S RETAIL VOLUME CHARGE BLOCK 2 RATE} - \text{PRIOR YEAR'S RETAIL VOLUME CONSERVATION CONTRACT RATE}) \times ((\text{PRIOR YEAR'S ANNUAL WATER USE}/1,000) \times (1 - (\text{PRIOR YEAR'S ACTUAL ANNUAL GALLONS OF WATER SAVED} / \text{PRIOR YEAR'S PROJECTED ANNUAL GALLONS OF WATER SAVED})))$$

Customers exceeding their water conservation goals may use such excess savings in gallons as a credit toward the next year's water savings goal. This rate shall only be made available to customers who can demonstrate potential water savings that would be considered economically significant to the City of Wichita as determined by the director of public works & utilities.

INSIDE CITY CONSERVATION CONTRACT RATE

Rates Per 1,000 Gallons
2020-2021 & Beyond

Block 1: All Metered Consumption \$ ~~6.36~~6.77

OUTSIDE CITY CONSERVATION CONTRACT RATE

Rates Per 1,000 Gallons
2020-2021 & Beyond

Block 1: All Metered Consumption \$ ~~10.19~~10.85

D. WHOLESALE VOLUME RATES

Rates Per 1,000 Gallons
2020-2021 & Beyond

Block 1: Metered Consumption through
110% of AWC \$ ~~3.02~~ 2.83

Block 2: Metered Consumption between
111% and 310% of AWC
and from Fire Services \$ ~~15.66~~ 14.70

Block 3: Metered Consumption above
310% of AWC \$ ~~23.45~~ 22.02

E. UNIFORM WHOLESALE VOLUME RATES

Rates Per 1,000 Gallons
2020-2021 & Beyond

All Metered Consumption \$ ~~3.94~~4.19

F. NON POTABLE VOLUME RATES

Rates Per 1,000 Gallons
2020-2021 & Beyond

All Metered Consumption \$ ~~1.27~~1.35

III. ASSOCIATION OF LAWN SERVICES

In all cases where practical and appropriate, lawn service accounts shall be associated with the primary service account at a particular service location. The individual consumption amounts for the primary service account and the lawn service accounts shall be added together and the total consumption for the billing period shall be allocated to the appropriate water volume charge rate blocks and volume charges calculated therefor. The consumption as recorded on billings rendered in the months of December, January, February and March for both the primary and lawn service accounts shall be used to calculate the average winter consumption used in apportioning water usage among the volume rate blocks whenever lawn service accounts are associated with primary service accounts.

IV. LATE CHARGES

An amount equal to one and one-half percent of the unpaid balance will be added to all bills not paid within twenty-five (25) days of the date of issuance.

V. MISCELLANEOUS CHARGES

When termination of water service has been ordered by the department for any cause, the customer shall be charged a fee to cover costs of arranging such termination. In instances where the service is actually terminated and later reinstated, the customer shall be charged an additional fee to cover costs of reinstating the service.

If a customer requests inspection and testing of a meter a testing fee shall be paid. If upon such examination and test conducted in the presence of the customer, or the customer's representative, the meter is found to be inaccurate according to the standards of the American Water Works Association, a meter will be substituted and the adjustment of the water bill for the preceding billing period shall include a credit for the testing fee.

Where water service is turned on and shut off in a period of less than one billing period, the billing shall be computed as if service was rendered for an entire billing period. Any customer desiring to discontinue water service temporarily must make request therefor at the office of the department not less than two working days prior to the date on which the service is desired to be discontinued. After the effective date of such discontinuance, all charges for such water and water service shall cease for the period during which the service shall be shut off; provided, that the period of such discontinuance shall not be less than thirty days.

A fee shall be required for the disconnection of a lawn service when the customer of record requests disconnection without concurrently requesting disconnection of the associated service account at the service location. An additional fee shall be required for the reconnection of the lawn service at the same location.

The fees authorized in this section, and other charges and billing for special services, such as but not limited to administrative costs, account origination fees, collection costs, damages and/or vandalism to Utility infrastructure and appurtenances, etc., shall be as set forth in Section 17.12.080.

VI. GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY

Government military facilities located outside the City of Wichita shall be charged inside city rates for water service.

SECTION 2. The original of Section 17.12.090 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after _____,
and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this _____ day of _____.

Brandon J. Whipple, Mayor
City of Wichita

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, Director of Law
and City Attorney

City of Wichita
City Council Meeting
December 1, 2020

TO: Mayor and City Council

SUBJECT: Paving Improvements to 13th Street North, Ridge to Tyler (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the project, petition and budget, and adopt the resolutions.

Background: Staff from Public Works & Utilities/Engineering meets with Unified School District 259 (USD 259) staff on a monthly basis to discuss traffic and pedestrian safety needs near Wichita schools. Each agency has committed annual funding toward necessary safety improvements, including sidewalk, pedestrian signals and signage, pavement markings, and street upgrades. A particular project has been identified for improvements to 13th Street North, adjacent to Northwest High School, which will not fit within the annual funding plan.

Analysis: The project will provide paving improvements to 13th Street North, east of Tyler Road and adjacent to the Northwest High School campus. The current four-lane configuration adjacent to the school, mixed with a variety of turn lanes approaching the intersection, has created a safety concern with visibility and perception of oncoming traffic location, particularly when exiting the campus. The proposed project will provide pavement widening, rehabilitation and markings for a consistent five-lane section through the school area.

The included petition allows for half of the final project costs to be assessed to the school district, and is valid per Kansas Statute 12-6a01. The signatures on the petition represent 100% of the improvement district.

Financial Considerations: The total estimated project cost for the paving improvements is \$350,000. The funding source for the projects is 50% special assessment USD 259 and 50% to be paid by the City-at-large. The Adopted 2021-2030 Capital Improvement Program includes \$350,000 in Local Sales Tax funding in 2021, all of which is being requested at this time. One-half of the final cost, up to \$175,000, will be reimbursed to the City by way of special assessment to USD 259. Approval of funding at this time will allow design to be completed and construction to begin in early 2021.

Legal Considerations: The Law Department has reviewed and approved the petition and resolutions as to form. Section 4 of the resolution on the advisability of making the improvements will provide general obligation bonding authority from its adoption date. The second publication of the other resolution (declaring necessity to issue general obligation sales tax bonds) will start the 30-day protest period for authority to pledge local sales tax revenues to repayment of the bonds.

Recommendations/Actions: It is recommended that the City Council approve the project, petition and budget, adopt the resolutions, and authorize the necessary signatures.

Attachments: Petition and resolutions.

PETITION
Paving – 13th Street: Tyler Road to Country Acres Avenue

472 - 2020 - 085654

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being either a majority of the resident owners of record of the property or the resident owners of record of more than one-half of the area or the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of additional pavement on 13th between Tyler and Country Acres Avenue to allow for a continuous five-lane roadway, with drainage to be installed where necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **\$350,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of preparation of this Petition. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 12% over the project cost estimate set forth above, a new petition with an increased estimated cost must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Northwest High School Addition

LOT 1 EXC TH PT PLATTED AS TYLER POINTE ADDITION NORTHWEST HIGH SCHOOL
ADDITION EXEMPT 6075-0

(d) The proposed method of assessment is: **equally per lot.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 50% to be assessed against the Improvement District and 50% to be paid by the City-at-large.

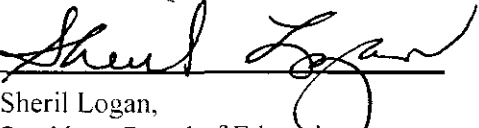
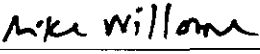
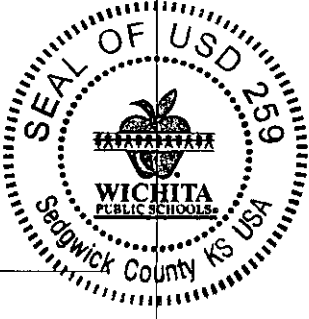
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

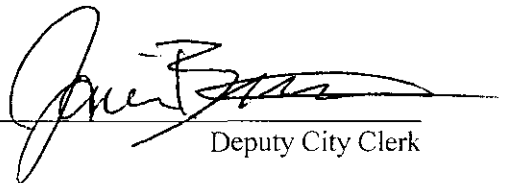
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner. This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **August 21st, 2020**.

Signature	Dated	Property Owned Within Proposed Improvement District
 Sheril Logan, President, Board of Education	9/14/2020	LOT 1 EXC TH PT PLATTED AS TYLER POINTE ADDITION NORTHWEST HIGH SCHOOL ADDITION EXEMPT 6075-0
 Mike Willome, Clerk of the Board		

THIS PETITION was filed in my office on 09/22/2020.




 Deputy City Clerk

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING – NORTHWEST HIGH SCHOOL ADDITION/SOUTH OF 13TH, EAST OF TYLER) (472-2020-085654).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **either a majority of the resident owners of record of the property or the resident owners of record of more than one-half of the area or the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of additional pavement on 13th between Tyler and Country Acres Avenue to allow for a continuous five-lane roadway, with drainage to be installed where necessary.

b) The estimated or probable cost of the proposed Improvements is: **\$350,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Resolution. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 12% over the project cost estimate set forth above, a new petition with an increased estimated cost must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**NORTHWEST HIGH SCHOOL ADDITION
LOT 1 EXC TH PT PLATTED AS TYLER POINTE ADDITION NORTHWEST HIGH SCHOOL
ADDITION EXEMPT 6075-0**

- (d) The proposed method of assessment is: **equally per lot.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

- (e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **50%** to be assessed against the Improvement District and **50%** to be paid by the City-at-large.

- (f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

RESOLUTION NO. ____ - _____

A RESOLUTION DECLARING IT NECESSARY TO ISSUE GENERAL OBLIGATION SALES TAX BONDS OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING THE COSTS OF FINANCING ROAD AND HIGHWAY IMPROVEMENTS OF THE CITY; AND PROVIDING FOR THE GIVING OF NOTICE OF SAID INTENTION AS REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, Sedgwick County, Kansas (the “County”) pursuant to the authority of K.S.A. 12-187 *et seq.* (the “Act”) imposes a one percent (1%) retailers’ sales tax within the County (the “Sales Tax”); and

WHEREAS, pursuant to the Act, the City is the recipient of funds derived from the Sales Tax and is authorized pursuant to K.S.A. 12-195b to issue general obligation bonds secured by a pledge of the Sales Tax, provided certain procedural requirements contained in the Act are satisfied and the city obtains a comprehensive feasibility study showing that the City’s revenues from such Sales Tax will be sufficient to retire such Bonds; and

WHEREAS, pursuant to the Act, the City Council (the “Governing Body”) of the City has heretofore passed Ordinance No. 41-815 pledging one-half of the City’s receipts from the Sales Tax for the purpose of financing the costs of road, highway and bridge projects in the city and related right-of-way acquisition; and

WHEREAS, the Governing Body, by separate Resolution, has found it necessary and desirable to make certain public road and highway improvements described as “design and construction costs, including contingencies, and staff oversight” of improvements for **Paving Improvements to 13th Street: Tyler Road to Country Acres Avenue (472-2020-085654)** (the “Improvements”); and

WHEREAS, the City is authorized under the laws of the State of Kansas to issue general obligation bonds to construct the Improvements; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary to issue sales tax/general obligation bonds under the authority of the Act for purposes of financing the costs of the Improvements and to pledge fifty percent (50%) of the City’s revenues from the Sales Tax to the payment of such sales tax/general obligation bonds:

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Bond Authorization. It is hereby determined and declared to be necessary to issue sales tax/general obligation bonds for the purpose of paying **\$350,000** of the costs of the Improvements and related interest and financing costs (the “Bonds”). The Bonds shall be general obligation bonds of the City, to be paid and secured by a pledge of a portion of the City’s receipts from the Sales Tax as set forth in Section 2 hereof, and, if not so paid, shall be paid from ad valorem taxes which may be levied by the City for such purpose without limit as to rate or amount. The Bonds may be issued to reimburse expenditures made before the date of adoption of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 2. Pledge of Sales Tax. The Governing Body hereby pledges fifty percent (50%) of City’s revenues from the Sales Tax to the payment of the Bonds.

Section 3. Publications. This Resolution shall be published once a week for two (2) consecutive weeks in the official newspaper of the City. If within thirty (30) days after the final publication, there shall be filed with the Sedgwick County Election Commissioner, a written petition requesting an election on the issuance of the Bonds and the pledge of the Sales Tax, signed by not less than five percent (5%) of the electors of the City who voted at the last preceding general election of the City, then no such Bonds shall be issued or Sales Tax pledged unless such proposition shall be submitted to and approved by a majority of the voters of the City voting at an election held thereon. If no sufficient protest is filed within the period of time hereinbefore stated, then the Governing Body shall be authorized to issue the Bonds pursuant to the act and pledge a portion of the City's portion of the Sales Tax to the payment thereof.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on December 4, 2020)

RESOLUTION NO. 20-382

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING – 13TH STREET: TYLER ROAD TO COUNTRY ACRES AVENUE/SOUTH OF 13TH, EAST OF TYLER) (472-2020-085654).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **either a majority of the resident owners of record of the property or the resident owners of record of more than one-half of the area or the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of additional pavement on 13th between Tyler and Country Acres Avenue to allow for a continuous five-lane roadway, with drainage to be installed where necessary.

b) The estimated or probable cost of the proposed Improvements is: **\$350,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Resolution. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 12% over the project cost estimate set forth above, a new petition with an increased estimated cost must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**NORTHWEST HIGH SCHOOL ADDITION
LOT 1 EXC TH PT PLATTED AS TYLER POINTE ADDITION NORTHWEST HIGH SCHOOL
ADDITION EXEMPT 6075-0**

- (d) The proposed method of assessment is: **equally per lot.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

- (e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **50%** to be assessed against the Improvement District and **50%** to be paid by the City-at-large.

- (f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 1, 2020.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

**City of Wichita
City Council Meeting
December 1, 2020**

TO: Mayor and City Council

SUBJECT: Contract for Site-wide Monitoring for North Industrial Corridor (NIC)
Groundwater Contamination Site Project (Districts I, III, and VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the contract.

Background: The NIC project area is a very large groundwater pollution site with more than 4,000 acres of commercial, industrial and residential properties within its boundaries. The groundwater pollution is a result of historical use of industrial chemicals by a number of different parties. The City is bound by a settlement agreement with the Kansas Department of Health & Environment (KDHE) to manage the groundwater cleanup. The official Corrective Action Decision issued by KDHE lays out the remediation requirements. Groundwater monitoring of the site is required in order to assess the progress of the remediation system and comply with the groundwater remediation directives established by the KDHE.

Analysis: The proposed contract will cover work needed to assure that the KDHE approved site-wide groundwater remediation monitoring system has been installed and is monitored according to approved plans. The monitoring program in this contract consists of 10 groundwater sampling events over three years. The monitoring program consists of the collection of 239 water level measurements, 189 monitoring well samples, and eight surface water samples during each event. Each event is to be evaluated and reported to the KDHE. Nine proposals were received for this project. Four companies were selected for interviews based upon the selection committee's review of the proposals and pricing: Strata, SCS Engineers, GHD/GSI, and Terracon. Upon completion of the interview process, SCS Engineers was selected to perform this work. SCS Engineers is well qualified to perform the work and has worked with the City on other aspects of the NIC Site project. The selection of SCS Engineers was primarily based upon its professional qualifications, the proposed field approach, knowledge, and pricing for this project.

Financial Considerations: The not-to-exceed cost of the contract is \$492,625 for the specified work and an optional \$60,000 for monitoring well services. The optional work can only be performed under written instruction and approval by the City. The total value of the contract is a not-to-exceed value of \$552,625. The engineer's estimate for the specified work was \$894,000. The contract will be awarded for the first two years with two optional one-year renewals. These costs are typical for a large environmental cleanup project. The NIC Tax Increment Financing fund includes the allocations and settlements to support this work. Funding is available in the 2020–2021 Adopted Budget within the NIC operating budget to cover the cost of these required services.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the contract with SCS Engineers, and authorize the necessary signatures and budget adjustments.

Attachment: Contract.

**CONTRACT
for
PROFESSIONAL SERVICES**

**Groundwater Monitoring Services for the
North Industrial Corridor Groundwater Contamination Site
203263**

THIS CONTRACT entered into this ____ day of _____, 2020, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and Stearns, Conrad and Schmidt Consulting Engineers, Inc. d/b/a SCS Engineers, 11120 E. 26th St. N., Suite 1100 Wichita, KS 67226, Telephone Number (316) 315-4501 hereinafter called "**CONSULTANT**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for Groundwater Monitoring Services for the North Industrial Corridor (NIC) Site (Formal Proposal – 203263); and

WHEREAS, the **CITY** wishes to analyze and report the results of the NIC Groundwater Contamination Site monitoring data, hereafter called the "**PROJECT**", and

WHEREAS, **CONSULTANT** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. **CONSULTANT** shall provide to the **CITY** all those commodities and/or services specified in its Scope of Services, provided as **Exhibit B**, in response to Formal Proposal Number – 203263, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the **CITY** as part of the proposal letting process for Formal Proposal – 203263, shall be considered a part of this contract and is incorporated by reference herein. The order of precedence, in case of disagreement in terms, shall give first priority to the express terms of this contract, followed by the **CITY'S** proposal package, and then the **CONSULTANT'S** proposal.

The **CONSULTANT** shall:

- Conduct 10 Site-wide sampling events consisting of:
 - Measuring water levels in 232 wells at 127 locations

- Measuring surface water levels at 7 locations
 - Sampling groundwater from 189 wells at 101 locations
 - Sampling surface water at 8 locations
- Submit 11 Reports to the Kansas Department of Health and Environment (KDHE) consisting of:
 - Baseline Sampling Event Report #1
 - Baseline Sampling Event Report #2
 - 2021 Annual NIC Site Report
 - 1st Quarter 2022 Site Monitoring and Performance Evaluation (SMPE) Report
 - 2nd Quarter 2022 SMPE Report
 - 3rd Quarter 2022 SMPE Report
 - 4th Quarter 2022 and 2022 Annual SMPE Report
 - 1st Quarter 2023 SMPE Report
 - 2nd Quarter 2023 SMPE Report
 - 3rd Quarter 2023 SMPE Report
 - 4th Quarter 2023 and 2023 Annual SMPE Report

The monitoring reports will be submitted according to the KDHE-approved work plans and will signed and sealed by a Kansas Licensed Professional Geologist or Professional Engineer. The **CONSULTANT** shall submit a total of three paper copies and three electronic (CD) copies to the **CITY**.

Additionally, **CONSULTANT** may be called upon to provide optional monitoring well services as described in **EXHIBIT B**, consisting of but not limited to: blockage clearing; well repair; well decommission; well replacement; and well survey.

When requested by the **CITY**, the **CONSULTANT** will enter into a Supplemental Agreement for additional services related to the **PROJECT** such as, but not limited to:

- a. Consultant or witness for the **CITY** in any litigation, administrative hearing, or other legal proceedings related to the **PROJECT**.
- b. Additional design or consulting services not covered by the scope of this Agreement.
- c. A change in the Scope of Services for the **PROJECT**.

In the event of a change in the Scope of Services for the Project, caused by an act or omission of **CITY**, or error or change in the information provided by the **CITY**, or change in law, or event of force majeure, or if additional services should be necessary, the **CONSULTANT** will be given written notice by the **CITY** along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional services will be performed nor will additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by both parties.

2. Compensation. **CITY** agrees to pay **CONSULTANT** as described in the Project Costs per the proposal and **CONSULTANT'S** schedule of fees, provided as **Table 1A** and **Table 1B** for 203263 which is attached hereto as **EXHIBIT B** and incorporated by reference with a not to exceed cost of **\$492,625** for the groundwater and reporting tasks. Additionally, a maximum of **\$60,000** for optional tasks based upon the unit costs in **Table 1B** is allotted for project requirements established by the KDHE and/or the **CITY** and as pre-approved by the **CITY** in writing. The Total Not-to-Exceed value of this contract is **\$552,625**. The contract is for two years with two additional one year extensions. After the initial 2-year contract, should the **CITY** and **CONSULTANT** agree to exercise the optional one-year renewal contracts, **CITY** agrees to compensate **CONTRACTOR** the fees noted in **Table 1A of EXHIBIT B** for the sampling plus an escalation factor as determined in the Engineering News-Record (ENR) Construction Cost Index (CCI). The most recently published escalation factor at the time of contract renewal for the nearest, most appropriate city in the annual publication shall be multiplied by the not-to-exceed fee for the previous year in order to arrive at a total not-to-exceed cost for the renewal contract year.

Monthly invoices will be submitted by the **CONSULTANT** to **CITY** covering services performed and expenses incurred during the preceding month. Invoices will identify actual unit numbers for each task (samples collected, wells measured, etc.) and the cost per unit. Partial or progress payments will be made no more frequently than monthly. Payments shall not exceed 95% of progress, unless the project is successfully completed.

To facilitate **CITY** review of invoicing, **CONSULTANT** will provide copies of water level measurement records and chain-of-custody documents to **CITY** within 14 days of completion of water level measurements and 14 days within shipping of sample container(s) to the laboratory. Reports may be billed based upon the percentage complete. Upon request, documentation of reimbursable expenses included in the invoice will be provided at the cost to **CONSULTANT**. Invoices are due 30 days after receipt. In the event a portion of **CONSULTANT'S** invoice is disputed by **CITY**, the undisputed portion shall be paid by **CITY** by the due date. **CITY** shall advise **CONSULTANT** in writing of the disputed portion of any invoice.

3. Warranty. Consultant shall warrant the well vaults and surface completions for any wells repaired or replaced under the Optional Tasks the following conditions for a period of one (1) year:

- Spalling, cracking, and/or settling of the concrete pad unless condition is shown to have occurred as a result of atypical surface activities such as unexpected truck traffic or accident impact.
- Failure to maintain adequate spacing between the j-plug seal on the well and the well vault.
- In the event that casing height must be adjusted in order to facilitate proper sealing of the well vault, consultant will be responsible for the cost to resurvey the well.

The City will identify the defective conditions to the Consultant in written format. Consultant will examine the identified damage and have 30 business days to make the necessary repairs at no cost to the City. If the Consultant believes the damage or defect is a result of atypical surface activities, the Consultant will issue a written statement explaining why the Consultant feels the damage is not covered under the warranty

4. Term. The term of this contract shall be through **April 30, 2022**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms to the mutual agreement of both parties. The initial term will include:

- 1) Baseline Sampling Event and Report #1;
- 2) Baseline Sampling Event and Report #2;
- 3) 2021 Annual Report
- 4) 1st Quarter 2022 Sampling Event and Report
- 5) 2nd Quarter 2022 Sampling Event and Report
- 6) 3rd Quarter 2022 Sampling Event and Report
- 7) 4th Quarter 2022 Sampling Event
- 8) 2022 Annual Report

This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONSULTANT**.

5. Indemnification and Insurance.

a. **CONSULTANT** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property or other liability loss arising from or caused by errors, omissions or negligent acts of **CONSULTANT**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONSULTANT** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
Or	

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
---	---

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
---	-------------------------

3. Workers' Compensation to meet Statutory requirements

4. Employers Liability in Minimum limits of:	\$100,000 Each Accident \$500,000 Aggregate \$100,000 Occupational Disease
--	--

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for **CONSULTANT'S** contractual obligations created in this Agreement. Coverage shall be the greater of the requirements stated here or the **CONSULTANT'S** existing policy.

6. Independent CONSULTANT. The relationship of the **CONSULTANT** to the **CITY** will be that of an independent **CONSULTANT**. No employee or agent of the **CONSULTANT** shall be considered an employee of the **CITY**.

7. Compliance with Laws. **CONSULTANT** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

8. No Assignment. The services to be provided by the **CONSULTANT** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

9. Non-Discrimination. **CONSULTANT** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

10. Third Party Exclusion. This Agreement is intended solely for the Benefit of City and **CONSULTANT** and is not intended to benefit, either directly or indirectly, any third

pay or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

11. No Arbitration. The **CONSULTANT** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.

13. Representative's Authority to Contract. By signing this contract, the representative of the **CONSULTANT** represents the he or she is duly authorized by the **CONSULTANT** to execute this contract, and that the **CONSULTANT** has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Jeff Longwell
Mayor

APPROVED AS TO FORM:

SCS ENGINEERS

Jennifer Magana
City Attorney & Director of Law

Signature

Print Name

Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the CONSULTANT or subcontractor, CONSULTANT or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the CONSULTANT, subcontractor, CONSULTANT or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The CONSULTANT shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the CONSULTANT shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the CONSULTANT fails to comply with the manner in which the CONSULTANT reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the CONSULTANT shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the CONSULTANT is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the CONSULTANT shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The CONSULTANT shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or CONSULTANT.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The CONSULTANT, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The CONSULTANT, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the CONSULTANT, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The CONSULTANT, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the CONSULTANT, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the CONSULTANT, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The CONSULTANT, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.

5. If the CONSULTANT fails to comply with the manner in which the CONSULTANT reports to the Department of Finance as stated above, the CONSULTANT shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those CONSULTANTS, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those CONSULTANTS, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such CONSULTANT, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT B

SCOPE OF SERVICES Formal Proposal Number – 203263 NIC Site-Wide Monitoring Program

1.0 SCOPE OF WORK

The **CONSULTANT** will provide all necessary supervisory and field staffing and materials and equipment to collect data and sample the required North Industrial Corridor Site groundwater monitoring wells during the below designated monitoring period. All data collection, sampling activities, and reporting will be conducted under the supervision of a Kansas Licensed Geologist. **CONSULTANT** shall provide OSHA trained (Hazwoper) field staff and operate under an appropriate health and safety plan specifically prepared for this project. The **CONSULTANT** will provide all required field notification forms to the Kansas Department of Health and Environment (KDHE).

The sampling programs and requirements are detailed in two KDHE-approved Site Monitoring and Performance Evaluation (SMPE) documents. These documents were provided as Attachments 1 and 2 to Request for Proposal 203263 and are identified as follows:

- GWU1 Site Monitoring and Performance Evaluation Work Plan – North Industrial Corridor (NIC) Site – September 2018: CDM Smith
- GWUs 2, 3, and 4 Site Monitoring and Performance Evaluation Work Plan – North Industrial Corridor (NIC) Site – April 2019: CDM Smith

A summary of the work to be conducted is provided below and is provided on **Table 1** and **Figure 1** of this **Exhibit B**.

- Inspection of 232 existing wells at 127 locations to assess repair requirements and viability for continued water level and/or sampling requirements
- Baseline Sampling Event #1 – Fourth Quarter 2020
- Baseline Sampling Event #2 – May/June 2021
- Annual Report 2021 – Startup Report – To be submitted January 2022
- Two years of quarterly monitoring consisting of the following
 - 1st Quarter 2022 sampling and reporting
 - 2nd Quarter 2022 sampling and reporting
 - 3rd Quarter 2022 sampling and reporting
 - 4th Quarter 2022 sampling and Annual Report 2022
 - 1st Quarter 2023 sampling and reporting
 - 2nd Quarter 2023 sampling and reporting
 - 3rd Quarter 2023 sampling and reporting
 - 4th Quarter 2023 sampling and Annual Report 2023

1.1 Summary of Field Activities

NIC Sampling Event

189 wells at 101 locations. 88 nests and 13 single wells

8 Surface Water Samples

Total Samples = 197 water samples

10 Events

NIC Water Levels

232 wells at 127 locations. 105 nests and 22 single wells

7 Surface Water Elevations along Chisholm Creek bridges

Total WLs = 239 Water levels at 134 locations

10 Events

The monitoring breakdown by Groundwater Units (GWUs) consists of the following.

	Well Pairs	Single Wells	Surface Waters
GWU1	16	9	4
GWU2	24	1	2
GWU3	36	2	2
GWU4	12	1	0

WLs			
	Well Pairs	Single Wells	Surface Waters
GWU1	22	12	2
GWU2	28	5	1
GWU3	40	2	4
GWU4	15	3	0

All groundwater monitoring wells identified to have water levels collected and surface water data collection points must have their respective water levels measured within one working day. This will provide data for a valid groundwater surface elevation map of the Site. Should a rainfall event occur that would impact surface water levels during ground and surface water level data collection, **CONSULTANT** may be required to restart data collection activities after surface water levels have achieved a relatively steady state (flow rate).

Each sampling event shall be completed within a thirty (30) calendar day period.

CONSULTANT will provide the associated laboratory services for each sampling event. The **CONSULTANT'S** laboratory, whether in house or sub contracted is required to be Kansas certified and be able to meet all aspects of the SMPE Work Plans.

1.2 Reporting Deliverables

The Consultant will prepare **Data Summary Reports** for the following events:

- Baseline Sampling Event #1 – 4th Quarter 2020
- 1st Quarter 2022 sampling and reporting
- 2nd Quarter 2022 sampling and reporting
- 3rd Quarter 2022 sampling and reporting
- 1st Quarter 2023 sampling and reporting
- 2nd Quarter 2023 sampling and reporting
- 3rd Quarter 2023 sampling and reporting

1.2.1 Data Summary Reports

The **Data Summary Report** requirements are listed below.

1. A cover letter summarizing the sampling program and identifying any sampling deviations
2. A data table presenting the PCE, TCE, cis-1, 2 DCE, VC and any other compounds detected
3. A data table providing well construction information including total depths, screen intervals, elevations and current condition of wells
4. A data table describing the purpose and schedule for the monitoring of the well
5. A data table with the water level and groundwater elevations
6. Maps with the analytical results for the shallow aquifer posted adjacent to each well and including contours noting composite ACL and MCL levels
7. Maps with the analytical results for the intermediate and/or deep aquifer posted adjacent to each well and including contours noting composite ACL and MCL levels
8. A potentiometric groundwater map for the shallow wells
9. A potentiometric groundwater map for the intermediate and/or deep wells.
10. An appendix with a copy of the field notes/ data forms (4 pages per page, double sided).
11. An appendix with copies of the laboratory analytical results data packages (4 pages per page, double sided)

Draft versions of the Data Summary Reports are due in PDF format to **CITY** within 45 calendar days of completion of the field sampling program. Upon receipt of **CITY** comments, a draft electronic document in PDF format, along with one paper copy must

be submitted to KDHE within 15 calendar days. KDHE comments should be addressed within the timeframe specified by KDHE in their comment letters. Final documents will consist of one paper copy and one electronic copy in PDF format to KDHE and two paper copies and two PDF electronic copies (on CD) to be provided to the **CITY**.

1.2.2 Baseline Sampling Summary Report

Upon completion of the Baseline Sampling Event #2, the **CONSULTANT** will prepare a **Baseline Sampling Summary Report** which will include all the components of the data summary reports noted above and the following components.

1. A discussion of sampling methods and deviations from standard sampling methods.
2. A data assessment/validation evaluation of the data following the guidelines provided in Section 4 of SMPE Work Plans.
3. A discussion of the concentration changes as compared to the Baseline Sampling Event #1 and the Pre-Design Data Acquisition Report.
4. A discussion of the groundwater flow directions (gradients, surface water influences, etc.).
5. Recommendations for monitoring adjustments for future sampling events, if appropriate.

A draft version of the Baseline Sampling Summary Report is due to **CITY** within 75 calendar days of completion of the field sampling program. Upon receipt of **CITY** comments, a draft electronic document in PDF format, along with one paper copy must be submitted to KDHE within 15 calendar days. KDHE comments should be addressed within the timeframe specified by KDHE in their comment letters. Final documents will consist of one paper copy and one electronic copy in PDF format to KDHE and two paper copies and two PDF electronic copies (on CD) to be provided to Environmental Health.

1.2.3 Annual Report - 2021

The Consultant will prepare a 2021 Annual Report. This report will summarize the activities that took place during 2021 including Baseline Sampling Event #2 and construction activities associated with the NIC Site-wide Groundwater Remediation System. This will be a status report and will consist of the following components.

1. An introduction stating the purpose of the report and providing a general introduction of the NIC Site including a Site Map.
2. An introduction of the NIC Site-wide Groundwater Remediation System and a summary of the construction progress to date. If a Construction Quality Assessment Report has been completed by the Contractor conducting the Construction Oversight, the report shall be referenced.

3. If the NIC Site-wide Groundwater Remediation System becomes operational in 2021, the report shall consist of a section which describes the startup process and the current operational parameters and status of the system
4. The report will conclude with the planned monitoring program for 2022 and the reporting that will be presented.

A draft version of the Annual Report – 2021 is due to **CITY** by January 18, 2022. Upon receipt of **CITY** comments, a draft document in PDF format, along with one paper copy must be submitted to KDHE within 15 calendar days. KDHE comments should be addressed within the timeframe specified by KDHE in their comment letters. Final documents will consist of one paper copy and one electronic copy in PDF format to KDHE and two paper copies and two PDF electronic copies (on CD) to be provided to Environmental Health.

1.2.4 Annual Reports – 2022, 2023

The Consultant will prepare Annual Reports for 2022 and 2023 which follow the format and reporting requirements as specified in Sections 4 and 5 of the GWU SMPE Work Plans while also meeting the figure and table components required for the Data Summary Reports in Section 1.2.1 above. Draft versions of the Annual Reports to **CITY** within 75 days of completion of the 4th quarter field sampling efforts. Upon receipt of **CITY** comments, a draft document in PDF format, along with one paper copy must be submitted to KDHE within 15 calendar days. KDHE comments should be addressed within the timeframe specified by KDHE in their comment letters. Final documents will consist of one paper copy and one electronic copy in PDF format to KDHE and two paper copies and two PDF electronic copies (on CD) to be provided to Environmental Health.

EXHIBIT B
SCOPE OF WORK FIGURES AND TABLE

EXHIBIT B
TABLE 1A – PRIMARY TASKS
PRICING FOR SCOPE OF WORK

EXHIBIT B
TABLE 1B – OPTIONAL TASKS
PRICING FOR SCOPE OF WORK

EXHIBIT B - TABLE 1A
FP 20326

TABLE 2 – PART 1 NIC Site-wide Groundwater Monitoring Program Bid Sheet					
ITEM	TASK DESCRIPTION	PER UNIT COST	UNIT TYPE	NUMBER OF UNITS	TOTAL
Field Program Components					
1	Water Level Measurement	\$22.50	Wells	232	\$5,220.00
2	Water Level Measurement	\$22.50	Surface Water	7	\$157.50
3	Monitoring Well Sampling	\$155.00	Wells	189	\$29,295.00
4	Surface Water Sampling	\$155.00	Surface Water	8	\$1,240.00
SINGLE FIELD EVENT PROGRAM TOTAL					
NOTE: Numbers are provided for bidding purposes only. Final billing will be for actuals encountered in the field					
Reporting Components					
5	Data Summary Report	\$8,250.00	Report	1	\$8,250.00
6	Spring 2021 Baseline Sampling Report	\$11,250.00	Report	1	\$11,250.00
7	2021 Annual Report (Start-Up Report)	\$17,500.00	Report	1	\$17,500.00
8	2022 SMPE Annual Report	\$23,500.00	Report	1	\$23,500.00
9	2023 SMPE Annual Report	\$23,500.00	Report	1	\$23,500.00
ANNUAL PROGRAM COSTS					
10	2020 Sampling Program – 1 sampling event, 1 data summary report	--	2020 Year	1	\$44,162.50
11	2021 Sampling Program – 1 sampling event, 2021 Baseline Sampling Report, 2021 Annual Report	--	2021 Year	1	\$64,662.50
12	2022 Sampling Program – 4 sampling events, 3 Data Summary Reports, 2022 Annual Report	--	2022 Year	1	\$191,900.00
13	2023 Sampling Program – 4 sampling events, 3 Data Summary Reports, 2023 Annual Report	--	2023 Year	1	\$191,900.00
BID TOTAL – LINES 10 through 13					\$492,625.00

EXHIBIT B - TABLE 1B
FP 203263

TABLE 2 - PART 2 NIC Site-wide Groundwater Monitoring Program Bid Sheet - Optional Tasks					
ITEM	TASK DESCRIPTION	PER UNIT COST	UNIT TYPE	NUMBER OF UNITS	TOTAL
	OPTIONAL ITEMS				
1	Analytical Costs - Provide Attachment	See Attached			
2	Clear Root Blockage or remove siltation	\$75.00	Well	1	\$75.00
3	Plug Shallow Well Per State Regulation	\$350.00	Well	1	\$350.00
4	Plug Deep Well Per State Regulation	\$400.00	Well	1	\$400.00
5a	Mobilization for Well Replacement	\$800.00	Per Mob.	1	\$800.00
5b	Replace Shallow Flush Mount Monitoring Well	\$1,050.00	Well	1	\$1,050.00
5c	Replace Deep Flush Mount Monitoring Well	\$1,250.00	Well	1	\$1,250.00
5d	Replace Shallow Stickup Monitoring Well	\$1,250.00	Well	1	\$1,250.00
5e	Replace Deep Stickup Monitoring Well	\$1,400.00	Well	1	\$1,400.00
6a	Survey Single Well Location	\$300.00	Well	1	\$300.00
6b	Survey two well clusters (two wells/cluster)	\$1,000.00	2 Well Clusters	1	\$1,000.00
7a	Mobilization for Well Repair	\$300.00	Per Mob.	1	\$300.00
7b	Replace Flush Mount Well Completion,	\$215.00	Well	1	\$215.00
7c	Replace Stickup Well Completion	\$365.00	Well	1	\$365.00

EXHIBIT B - TABLE 1B
FP 203263

TABLE 2 – PART 3 NIC Site-wide Groundwater Monitoring Program Bid Sheet – Optional Analytical Costs					
ITEM	TASK DESCRIPTION	PER UNIT COST	UNIT TYPE	NUMBER OF UNITS	TOTAL
	OPTIONAL ITEMS - Analytical				
1	Low Range Hydrocarbons (LRH) by Kansas LRH	\$44.00	Sample	1	\$44.00
2	Medium Range Hydrocarbons (MRH) & High Range Hydrocarbons (HRH) by Kansas MRH/HRH	\$44.00	Sample	1	\$44.00
3	Bromide by 300.0	\$17.00	Sample	1	\$17.00
4	Chloride by 300.0	\$17.00	Sample	1	\$17.00
5	Fluoride by 300.0	\$17.00	Sample	1	\$17.00
6	Sulfate by 300.0	\$17.00	Sample	1	\$17.00
7	Single Metal by 6010C (not including Mercury)	\$18.00	Sample	1	\$18.00
8	Mercury by 7470A	\$20.00	Sample	1	\$20.00
9	Semivolatiles by 8270D	\$125.00	Sample	1	\$125.00
10	Sulfide, Total by SM 4500 S2 D	\$20.00	Sample	1	\$20.00
11	Nitrogen, Ammonia by 350.1	\$20.00	Sample	1	\$20.00
12	Nitrogen, Nitrate-Nitrate by 353.2	\$18.00	Sample	1	\$18.00
13	Bicarbonate, Carbonate, Total Alkalinity by SM 2510B	\$13.50	Sample	1	\$13.50
14	Total Dissolved Solids (TDS) by SM 2540C	\$13.50	Sample	1	\$13.50
15	Dissolved Gases (Methane, Ethane, and Ethene) by RSK-175	\$72.00	Sample	1	\$72.00

**City of Wichita
City Council Meeting
December 1, 2020**

TO: Mayor and City Council

SUBJECT: Resolution Adopting the Wichita Transit Transportation Agency Safety Plan

INITIATED BY: Transit

AGENDA: New Business

Recommendation: Approve the resolution adopting the Transportation Agency Safety Plan for Wichita Transit.

Background: The Federal Transit Administration (FTA) was first given authority to link performance standards and grant funding in 2012 through the Congressional MAP-21 legislation. After almost two years of study, the FTA determined that it would use that authority to implement a nationwide safety regulatory framework entitled Safety Management Systems (SMS). Recognizing that this new framework constitutes a paradigm shift in the industry, the FTA implemented specialized training of personnel nationwide, development of guidance documents and provided a six-year lead time before implementation. Wichita Transit (WT) must adopt and certify compliance with its unique Agency Safety Plan adhering to SMS principles by December 31, 2020 to retain its grant eligibility.

Traditional transit safety measures used accident investigations as the primary tool to understand how a safety breach happened and how to prevent it. These investigations can effectively determine who, what and how an incident occurred, but rarely address underlying causes of why the event occurred. A focus on accidents ignores the greater number of potential or near-miss incidents that are avoided only by fortuitous circumstance or timely and unusual human intervention. SMS establishes an industry-wide national standard that focuses on organizational prevention and mitigation of risk as a systemic approach to continual safety improvement. It is an adaptation of the continuous improvement model successfully and widely implemented in United States manufacturing companies. The local goal of SMS is to constantly improve the safety of Wichita Transit passengers, employees and all others who share the roadway.

Analysis: SMS is the formal, top-down organization-wide approach to managing safety risks and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices and policies of managing risks and hazards. The SMS framework has four components:

- Safety Management Policy – this includes a policy document from transit agency executive management adopted by the sponsoring governing body that clearly defines safety roles and accountabilities among staff, provides integration with public safety and emergency management, and establishes and maintains SMS documentation and records.
- Safety Risk Management – this includes hazard identification and analysis, and safety risk evaluation and mitigation of risk potential and ultimate effects. Central to this component is an anonymous employee reporting system available so that employees can identify risk for management assessment without fear of retribution.

- **Safety Assurance** – this includes safety performance monitoring and measurement centering on data collection and analysis. Data can come from internal safety audits, routine performance reports, accident investigations, and the employee safety reporting system.
- **Safety Promotion** – this includes training and monitoring employee competencies, along with internal and external communication of the importance of safety to WT operations.

It is impossible to prevent all safety events. The objective of SMS is to identify, reduce and control risk to a point where it is reasonably acceptable. It is impossible to prevent all safety events. By using SMS principles, WT will work to make safety events less frequent and less severe.

WT and all FTA-funded transit agencies will begin to implement SMS principles through Agency Safety Plans (PTASP), which are developed locally to meet each agency's unique needs. In order to be certified as compliant to the FTA, each Agency Safety Plan must meet specific criteria and describe in detail how each of the SMS components will be addressed locally. The WT draft Agency Safety Plan was submitted to the FTA Technical Center for a voluntary compliance review, and FTA suggestions are adopted in the final version presented here.

The final, critical step before the Agency Safety Plan can be certified as compliant to the FTA is to obtain approval and commitment to the plan by the governing body through a formal resolution. The FTA has made clear that no time extensions will be granted and that continued FTA grant funding is dependent on this approval. The deadline for Agency Safety Plans to be completed, adopted, certified and implemented is December 31, 2020. The PTASP will be a point of emphasis in the WT triennial review scheduled to be completed in March 2021.

Financial Considerations: There are no immediate financial consequences resulting from adoption of the Agency Safety Plan. The Plan has been prepared by City staff, and would be implemented as part of their continuing job responsibilities. WT should eventually see savings resulting from fewer workplace injuries, less damage to property, fewer traffic accidents, lower claims payouts, etc. An immediate negative effect if the Agency Safety Plan were not adopted and certified to the FTA is that WT would lose eligibility for any FTA grant funds until the Agency Safety Plan was adopted and certified as compliant.

Legal Considerations: The resolution has been prepared and approved as form, by the Law Department. Law Department staff has been integral to preparation of the Agency Safety Plan.

Recommended Action: It is recommended that the City Council approve the proposed resolution adopting the Wichita Transit Public Transportation Agency Safety Plan and authorize the necessary signatures.

Attachments: Agency Safety Plan for Wichita Transit, and the adopting Resolution.

Public Transportation Agency Safety Plan for Wichita Transit

Version 1.1, issued 12/01/2020

1. Transit Agency Information

Transit Agency Name	The City of Wichita Department of Transportation d/b/a Wichita Transit (WT).		
Transit Agency Address	777 E. Waterman Wichita, KS 67202		
Accountable Executive	Michael Tann, Director of Transportation for the City of Wichita		
Chief Safety Officer	Elgin Earl, Wichita Transit Division Supervisor		
SMS Project Manager	Jay Hinkel, Deputy City Attorney		
Mode(s) of Service Covered by this Plan	Fixed route and Paratransit	Applicable FTA Funding Types (e.g., 5307, 5310, 5311)	5307, 5310
Mode(s) of Service Provided by the Transit Agency (directly operated or contracted service)	Fixed Route and Paratransit, provided by WT with its own personnel		
Does the agency provide transit services on behalf of another transit agency or entity?	<input type="checkbox"/>	No <input checked="" type="checkbox"/>	Description of Arrangement(s) Not applicable

2. Plan Development, Approval, and Updates

Name of Entity that Drafted this Plan	Wichita Transit Internal Document developed by the Safety Executive Committee (SEC). The primary author is Jay C. Hinkel, JD, ARM-P, Deputy City Attorney and SMS Project Manager	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signatures
	_____ Robert Layton, City Manager _____ Michael Tann, Director of Transportation	November 17, 2020

Approval by the Board of Directors or an Equivalent Authority	Name of Individual/Entity that Approved this Plan	Date of Approval
	Wichita City Council	December 1, 2020
	Relevant Documentation (title and location)	
	Brandon J. Whipple, Mayor, City of Wichita, KS by Resolution No. _____, December 1, 2020. A copy of this resolution is maintained on file by the CSO.	
Certification of Compliance	Name of Individual/Entity that Certified this Plan	Date of Certification
	Jay C. Hinkel, Wichita Transit Legal Counsel and SMS Project Manager	December 1, 2020
	Relevant Documentation (title and location)	
	I certify that the WT ASP addresses all applicable requirements and standards as set forth in the FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan. _____ Jay C. Hinkel, JD, ARM-P, Deputy City Attorney, City of Wichita, KS.	

PTASP Log of Version Numbers and Updates

This log contains the complete history of successive versions of this plan. Number preceding the decimal indicates the annual revision number. Numbers following decimal indicate mid-year revisions.

Version Number	Section/Pages Affected	Reason for Change	Date Issued
1.0	All	Initial version	10/28/2020
1.1	All	Modifications to meet FTA-TAC suggestions	11/17/2020
1.1	All	City Council approval and certification	12/01/2020

Annual Process for Review and Update of the Public Transportation Agency Safety Plan

- Comments relating to the SMS process are collected over the year from TAB meeting minutes, SEC meeting minutes and the ESRP by key staff as assigned by the AE.
- At the first SEC meeting held in July of each year, the comments are evaluated for potential impact on the SMS process to determine their absolute value (would the proposed change be beneficial). Comments with apparent absolute value are assigned to individual SEC members for further evaluation as to relative value (1. Is the change required due to change in WT operations, policy, equipment or facilities, or due to FTA/City mandates, or, 2. Would the change impede or adversely affect the SMS process, and if so, would the net mitigations be positive).
- Concepts of apparent positive relative value that are reported back to the SEC are evaluated by the entire SEC at the first SEC meeting in August of each year. Concepts that are approved are drafted by the PM or key staff assigned by the AE into proposed PTASP revisions for AE approval.
- Any completed proposed revisions are submitted by the AE to the City Manager in September for placement on the City Council agenda.

5. AE and PM or the Sr. Communications Specialist present the draft revisions to the City Council in conjunction with an annual report of progress toward safety performance targets and WT's ongoing safety risk ratings and mitigations.
6. City Council action is taken by public vote to approve, modify or reject the proposed revisions, followed by documentation of action taken in the PTASP log.

3. Safety Performance Targets

Mode of Transit Service	Fatalities	Fatalities/ 100k VRM	Total Injuries	Injuries/ 100k VRM	Safety Events	Safety Events/ 100k VRM	VRM/Major System Failure
Fixed route	0	0	6.25	0.05	39	1.84	4,117
Paratransit	0	0	1.25	0	9	1.40	78,600
Micro-transit*							
Van pool*							

*Transit modes currently under pilot contracts for potential development but not utilized.

Safety Performance Target Coordination		
<i>Coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.</i>		
The safety performance targets established by WT and approved in the PTASP have been submitted to Jon Moore, KDOT Public Transportation Manager and to Kristen Zimmerman, WAMPO Senior Planner, to use in regional planning. Within six months of communicating the proposed targets, WAMPO and KDOT will coordinate with WT to confirm or modify the targets.		
Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	Kansas Department of Transportation (KDOT)	November 18, 2020
Targets Transmitted to the MPO	Metropolitan Planning Organization Name	Date Targets Transmitted
	Wichita Area Metropolitan Planning Organization (WAMPO)	November 18, 2020

4. Safety Management Policy

Safety Management Policy Statement

SAFETY MANAGEMENT POLICY STATEMENT

Wichita Transit exists to move people from place to place within the City of Wichita, and do so with efficiency and safety. We are committed to implementing, maintaining and constantly improving processes designed to achieve the highest level of transit safety performance. All employees, from the highest levels of management to the front-line employees are accountable for the delivery of this highest level of safety performance, starting with the City Manager and the Director of Transportation.

Our commitment is to:

- **Develop and implement** safety management systems primarily focused on protecting the well-being and safety of WT passengers, employees and other users of the roadways.
- **Support** with appropriate resources an organizational culture that fosters safe operational practices, encourages effective safety reporting and communication, and actively manages safety with the same attention to results as is given to the other management systems of WT.
- **Integrate** the management of safety as an explicit responsibility of all transit managers and employees.
- **Clearly define** for all transit managers and employees their accountabilities and responsibilities for the delivery of safe transit services and the performance of our safety management system.
- **Establish and operate** a safety reporting program to identify safety hazards, and ensure that no action will be taken against any WT employee who discloses a safety concern, unless such disclosure indicates a Class I WT operator policy violation, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.
- **Comply** with any applicable legislative and regulatory requirements and standards, and evaluate and mitigate the safety risks resulting from our operations or activities to a point that is as low as reasonably practicable.
- **Ensure** that sufficiently trained and skilled personnel are available and assigned to implement WT's safety management processes and activities. This effort will be led by the Safety Executive Committee that includes the AE, the CSO, and representatives from other management and front-line positions.
- **Ensure** that all WT staff are formally provided with adequate and appropriate safety management information, are competent in safety management system activities, and are assigned only safety related tasks commensurate with their skills.
- **Establish and measure** WT's safety performance against realistic safety performance indicators and safety performance targets. WT's benchmark leading indicator will be at least 4,117 VRM between required call-out responses.
- **Continually improve** WT's safety performance through management processes that confirm relevant safety action is taken in a timely fashion and is effective when carried out.
- **Ensure** contracted services that support our transit mission are delivered in a manner that meet our safety performance standards.

/s/ Robert Layton
Robert Layton, City Manager

02/28/20
Date

/s/ Michael Tann
Michael Tann, Director of Transit

02/28/20
Date

(Original document maintained on file by the CSO)

The Safety Management Policy Statement has been and continues to be communicated by the following means:

- Direct email at program initiation and annually thereafter.
- Posting in work areas in conjunction with other legal notices.
- Inclusion in on-boarding packet for new hires.
- Inclusion in City's annual report and budget.
- Posting on WT social media accounts.
- Posting on WT web site.

Authorities, Accountabilities, and Responsibilities for the Development and Management of the Transit Agency's Safety Management System (SMS).

- The AE meets all the requirements in §673.5 and §673.23(d)(1) in that this position is ultimately responsible for:
 - Carrying out the ASP and the TAM Plan
 - Controlling or directing human and capital resources needed to develop and maintain the ASP and the TAM Plan
 - Ensuring that the WT's SMS is effectively implemented and action is taken as necessary to address substandard performance in WT's SMS
- The CSO meets the requirements in §673.5 and §673.23(d)(2) in that the CSO:
 - Is an adequately trained individual who is responsible for safety
 - Reports directly to the AE
 - Has the authority and responsibility for the day to day implementation and operation of the SMS

Functional expectations of key positions during SMS implementation:

Accountable Executive	<ul style="list-style-type: none"> • Accountable for WT's safety performance and SMS • Leads development of the SMS culture within WT • Has authority to make policy and resource decisions and determine priorities • Sets expectations for SMS implementation roles and responsibilities • Allocates SMS resources within WT • Communicates with City Council/Manager on SMS issues • SEC member and non-voting member of TAB
Chief Safety Officer	<ul style="list-style-type: none"> • Oversees Safety Training function for WT staff • Oversees the hazard management practices of WT • Oversees the accident investigations of WT • Coordinates Key Staff to support SMS implementation • Communicates with WT executive leadership on SMS implementation • SEC member
SMS Project Manager	<ul style="list-style-type: none"> • Serves as WT's SMS subject matter expert • Facilitates the development, implementation and continuous improvement of SMS processes and activities • Manages internal safety audit programs • Oversees WT's safety certification • Joins AE in communicating with City Council/Manager on SMS issues • Procures technical resources for SMS implementation • SEC member and non-voting member of TAB

Additional Agency Leadership and Executive Management	<ul style="list-style-type: none"> • Sr. Communications Specialist – responsible for communicating safety awareness and safety performance information throughout WT, develops ESRP, initially analyzes and prioritizes ESRP reports, and SEC member • Maintenance Division Manager – responsible for specialized maintenance shop safety training, shop safety policy implementation, and investigation of shop accidents and safety concerns • Safety Trainer – responsible for Safety Training curriculum and implementation • Line mechanic – subject matter expert and SEC member • Bus operator – subject matter expert, union representation and SEC member
Key Staff for Policy Implementation	<ul style="list-style-type: none"> • Paratransit operations manager • Budget/finance analyst • Travel trainer • Road and Garage supervisors

Employee Safety Reporting Program

The ESRP sets out a process for reporting safety hazards that allows the reporting person to be anonymous, or to be identifiable for the purpose of receiving personal feedback at the discretion of the reporting person.

- As a general rule, the ESRP offers protection from disciplinary reprisals and from identification as the reporting party (to the extent it is desired) for employees who report safety conditions to senior management.
- However, this policy is not meant to provide a safe harbor for reports, including self-reporting, of certain behaviors that fall into the range of criminal activities or those that are in deliberate violation or in willful disregard of safety regulations and laws. These behaviors cannot be shielded from discipline as a matter of public policy. They subject the committing employee to immediate discharge without progressive discipline. They are set out in the union contract as Class I violations. These unshielded violations are:
 - Dishonesty/Theft/Embezzlement - The misappropriation of money, fares or property regardless to whom it belongs, or falsification of documents for the purpose of receiving pay or benefits. Any deliberate dishonest act while on company time.
 - Physical Assault, Verbal Threats, Sexual Advances or Harassment - Assault, physically strikes or verbal threats, deliberate harassment on the basis of any protected classification or sexual advances while on duty to another City employee, or to a passenger while operating a bus or on WT property is prohibited.
 - Possession of Weapons/Explosives/Firearms - Possession of any weapons, explosives, or firearms while on duty or on WT property is prohibited.
 - Use or Possession of Alcohol/Drugs, Intoxicants or Any Controlled Substance - Use of alcohol, drugs, intoxicants, or any controlled substance while on duty or on WT property is prohibited.
 - Falsification of Official Documents or Failure to Comply with Company Regulations. Falsification of employment application or pre-employment documents or failure to comply with federal, state or city regulations is prohibited, or the falsification of any official document.
 - Promoting or Participating in Work Stoppages or Slowdowns.
 - Failure to Report an Accident, or Leaving the Scene of an Accident without Authorization when a Company Vehicle is involved.
 - Reckless Driving Resulting in an Accident While on Duty or on WT Property.
 - Loss of CDL License.

- Driving a WT Vehicle without proper licenses.
- Deliberate Damage to City Property or to that of another employee.
- Insubordination:
 1. Blatant Insubordination - where employee is given a direct order by supervisor and said employee refuses to comply, followed by vociferous action by employee.
 2. Willful failure or refusal to follow written or verbal directions given by immediate supervisor or to follow written directives or regulations of WT.
- Indecent Exposure or Engaging in Sexual Acts Offending WT customers, employees, or other persons by use of obscene words, gestures, or actions while on duty or on WT property or vehicle; failure to attempt to stop and/or report passengers' actions of the above type. Use of obscene, indecent or profane language on the radio, or while operating a WT vehicle in service. In addition, to include urinating or defecating in or around WT vehicles or property or any place other than a restroom.
- Sleeping on Duty.
- Conflicting Employment Activities - Engaging in other employment or activities that adversely affect the employee's ability to perform his/her WT job assignments.
- Falsifying or Presenting Improper Documentation of Illness - Making false statement or producing false documentation/certificates concerning injury or illness in accordance with the current agreement between WT and Teamsters Union Local #795.
- Improper Conduct - Knowingly and recklessly making false, vicious, or malicious statements or defaming any employee, the company, its operation or its customers.
- Willful or Deliberate Violation of or Disregard of Safety Rules or Common Safety Practices.
- Carrying Cell Phones on Wichita Transit Buses.
- Discipline may be more severe than normally applied for Class II violations when an operator is involved in an accident and found to be listening to a radio or T.V.
- Failure to Report Traffic Citations in Compliance with Local, State, and Federal Regulations (unless law demands more severe penalties).

The ESRP is a web-based system that allows employees to report safety hazards they encounter, and to do so at any time of any day, and from any location with Internet access. The ESRP operates by using a web-based form, similar in design to the WT travel training form that lives on the City of Wichita SharePoint employee portal. Alternatively, the form can be found on our public website with a link of wichitatransit.org/safety reporting. This link is shared through employee outreach materials, but is not intended for general public use, although it does not have restricted access. Completed forms provide notice to the WT of any reported safety or customer service concern.

Incoming ESRP reports are routed to the Sr. Communications Specialist who screens the reports on a daily basis using a preliminary Risk Assessment to prioritize responses and enter them into the Smartsheet Risk Register. Any hazard which could merit a High or Serious risk rating is immediately referred to the AE, who assigns it to the appropriate Division Head for investigation and evaluation of the need for any immediate mitigation. All ESRP reports undergo a Safety Risk Assessment, receive a Safety Risk Rating, and an

evaluation of needed Safety Risk Mitigations. The SEC holds meetings for this purpose on an established schedule to address all ESRP reports within a reasonable timeframe. To address urgent needs as presented, the SEC may meet on an ad hoc as well as a scheduled basis.

The ESRP report forms are designed to produce background reports of critical data points to the greatest degree possible. The Sr. Communications Specialist extracts this data, subjects it to statistical trending analysis and communicates to all staff the individual responses to discreet issues identified and the developing trends. Those items subjected to trending include, at a minimum, all points identified as Safety Performance Targets, as well as any Safety Performance Indicators feeding into those identified Targets. Staff communication is be conducted through safety meetings, email, breakroom posters, and any other means identified by the SEC as appropriate.

5. Safety Risk Management

Safety Risk Management Process – Key Terms

- *Safety Hazard Identification:* The methods or processes to identify hazards and consequences of the hazards.
- *Safety Deficiency:* A condition that is a source of hazard over time.
- *Safety Hazard:* The condition that could or does cause a consequence.
- *Loss:* The actual consequence that does occur. Losses can be operational, financial or reputational losses to personnel or combinations thereof.
- *Consequence:* Potential or actual outcomes of a hazard – what could or does happen as a result of a Safety Hazard.
- *Safety Risk Assessment:* The methods or processes to assess the potential consequences associated with identified safety hazards.
- *Safety Risk Mitigation:* The methods or processes to identify actions, policies or strategies necessary to reduce the safety risk assessment result.
- *Safety Risk Rating:* An assessment of the relative severity and frequency of a given assigned risk, done for the purposes of determining the appropriate mitigation response. Mitigation responses are focused on making consequences less significant and reducing or eliminating losses.

Safety Risk Management (SRM) – is the core process of WT's SMS. SRM determines and classifies system-wide safety risk to develop appropriate risk mitigation strategies. SRM ensures:

- Hazards and other safety issues are identified and documented through a variety of sources.
- Safety risk is determined, assessed, classified, and prioritized by the SEC. The AE designates what risk is acceptable. The SEC plans and monitors mitigation for unacceptable safety risks.
- The effectiveness of risk mitigation strategies is monitored and re-assessed by the SEC, and the AE ensures the overall performance of the SMS and SRM.
- There is continuous progress toward improving safety with the ultimate goal of eliminating losses.

SRM also ensures that when safety risk is accepted, which is the prerogative of the AE, the decision is coordinated with the affected personnel and stakeholders, and then documented so that, in the future, everyone will understand the decision and why it was made.

SRM applies to all elements of all systems at WT, including employees and contractors, infrastructure, vehicles and equipment, revenue and non-revenue service activities. It may also include others who come into contact with these systems, such as first responders or other City of Wichita employees. The SRM process also feeds into WT's Safety Assurance process by evaluating changes that may impact safety performance, such as changes to operations and maintenance procedures, existing system configuration or service, organization structure or resources, and new capital projects. SRM also helps WT evaluate the effectiveness of its safety risk mitigations over time.

The SRM process focuses on the systemic management of safety risk resulting from systems that change over time. SRM continuously monitors the effectiveness of mitigations and the AE uses the information from the SRM to guide decision-making regarding priorities in allocating safety resources. The AE ensures the overall effectiveness of the SMS and SRM process.

Safety Hazard Identification methods – Safety hazards are identified using a number of different management tools and interfaces with employees and the public. These methods include:

- General, comprehensive workplace inspections
- Review of vehicle camera footage
- Accident report analyses
- ESRP reports, either anonymously or self-identified
- Direct manager or supervisor observations
- Citizen complaints by comment card, email, telephone or social media
- Internal process and procedure audits
- FTA and other industry publications
- Trend analysis of safety performance records
- Employee reports directly to his or her dispatcher, supervisor, or manager
- Comments during safety meetings
- FTA direct agency communications to WT

All comments, complaints and concerns from the ESRP and other sources are entered into the Smartsheet Risk Register by the Sr. Communications Specialist. Process issues are culled and directed to the Management of Change process. Substantive issues are reported to the AE and CSO, and the CSO assigns out substantive safety issues for investigation to the relevant Division Heads to be discussed at the next SEC meeting. Those investigations will include:

- reviewing the event or hazard report
- an inspection, taking photos and measurements as needed
- interviewing employees in the area or the associated vehicle, as well as others with known or possible observations or technical knowledge
- reviewing past reports of a similar nature

The Chief Safety Officer schedules safety risk assessment activities on the Safety Committee agenda and the assigned Division Head prepares a Safety Risk Assessment Package. This package is distributed at least one week in advance of the Safety Committee meeting. During the meeting, the Chief Safety Officer reviews the hazard and its consequence(s) and reviews available information distributed in the Safety Risk Assessment Package on severity and likelihood.

At its next meeting the SEC will use the Safety Risk Assessment matrix to risk rate the reported incident and the potential consequences, evaluate current mitigation strategies currently in place, and develop additional appropriate mitigation strategies. The Chief Safety Officer will document the Safety Committee's safety risk assessment, including hazard rating current mitigations in place and further mitigation options for each assessed safety hazard in the Safety Risk Register. The Chief Safety Officer will maintain on file Safety Committee agendas, Safety Risk Assessment Packages, and completed Safety Risk Register summaries for a period of three years from the date of generation.

Safety Risk Assessment – The methods or processes to assess the safety risks associated with identified safety hazards. The severity of a hazard will be based upon the factual investigation by the assigned SEC member. The consequences of a hazard and its reasonable mitigation measures should be identified based upon the combined knowledge and experience base of the SEC members. After a risk is associated with its potential consequences, it should be given a Hazard Severity category and a Hazard Likelihood category using the tables of values below:

SEVERITY CATEGORIES		
Description	Severity Category	Mishap Result Criteria
Catastrophic	1	Could result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, loss of reputation, or monetary loss equal to or exceeding \$500k.
Critical	2	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, loss of reputation or monetary loss equal to or exceeding \$50k but less than \$500k.
Marginal	3	Could result in one or more of the following: injury or occupational illness resulting in one or more lost workday(s), reversible moderate environmental impact, loss of reputation or monetary loss equal to or exceeding \$5K but less than \$50k.
Negligible	4	Could result in one or more of the following: injury or occupational illness not resulting in a lost workday, minimal environmental impact, loss of reputation or monetary loss less than \$5K.

LIKELIHOOD LEVELS

Description	Level	Specific Individual Item	Fleet or Inventory
Frequent	A	Likely to occur often in the life of an item.	Continuously experienced.
Probable	B	Will occur several times in the life of an item.	Will occur frequently.
Occasional	C	Likely to occur sometime in the life of an item.	Will occur several times.
Remote	D	Unlikely, but possible to occur in the life of an item.	Unlikely, but can reasonably be expected to occur.
Improbable	E	So unlikely, it can be assumed occurrence may not be experienced in the life of an item.	Unlikely to occur, but possible.
Eliminated	F	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.

Using this information, each risk is given an individual Safety Risk Rating on the Hazard Resolution Matrix. The severity potential should focus on both the most likely resulting injury or damage and the most severe potential consequence.

Severity/Likelihood	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	Serious	Medium
Probable (B)	High	High	Serious	Medium
Occasional (C)	High	Serious	Medium	Low
Remote (D)	Serious	Medium	Medium	Low
Improbable (E)	Medium	Medium	Low	Low
Eliminated (F)	Eliminated			

On the matrix, the blue and green color-coded sectors represent risk that is acceptable without mitigation. The yellow color-coded sectors represent risk that is acceptable with mitigation activities within WT's operational and financial capabilities. The yellow sectors represent the ALARP region of risk. Risks in the blue, green and yellow sectors can include those risks that have current, effective mitigations in place.

The orange color-coded sectors represent risks that are undesirable, even with current mitigations in place. Risks within this sector must be mitigated so that they are stabilized and prevented from migrating to the red color-coded sectors. They should be mitigated into the yellow color-coded sectors if possible under the ALARP criterion. The red color-coded sectors represent risks that are unacceptable. Risks within this sector must be mitigated so that the end result falls into a yellow sector. If this is not possible, the identified unacceptable risk must simply be avoided – the activity or behavior must cease. The Safety Risk Rating and the selected Safety Risk Mitigations are entered into the Smartsheet Risk Register.

Safety Risk Mitigation methods - WT's AE and CSO review current methods of safety risk mitigation and establish methods or procedures to mitigate or eliminate the risk posed by identified safety hazards using input from the SEC. Mitigation methods can be used to reduce the likelihood or consequences of safety hazards, or both. The SEC makes its recommendations and the AE and CSO prioritize and deploy safety risk mitigations based upon the Hazard Resolution Matrix. WT's CSO tracks and updates safety risk mitigation information in the Smartsheet Risk Register and makes the Register available to the Safety Committee during bi-monthly meetings and to WT staff upon request.

In the Smartsheet Risk Register, WT's Chief Safety Officer will also document any specific measures or activities, such as reviews, observations, or audits, that will be conducted to monitor the effectiveness of mitigations once implemented.

6. Safety Assurance

Safety Performance Monitoring and Measurement – Key Terms:

- *Safety Performance Indicator*: A data-based, quantifiable parameter used for monitoring and assessing safety performance.
- *Safety Performance Monitoring*: Activities used to quantify an organization's safety effectiveness and efficiency during service delivery operation, through a combination of safety performance indicators and safety performance targets.
- *Safety Performance Target*: A specific level of performance for a given performance measure over a specified timeframe related to safety management activities.
- *Management of Change*: A process for identifying and assessing changes that may introduce new hazard or impact the transit agency's safety performance. Any change that may impact the agency's safety performance must be analyzed through the Safety Risk Management process.
- *Continuous Improvement*: A process by which a transit agency examines safety performance to identify safety deficiencies and carry out a plan to address the identified safety deficiencies.
- *Safety Performance*: An organization's safety effectiveness and efficiency, as defined by safety performance indicators and safety performance targets, measured against the organization's safety goals.

Safety Assurance: The processes within WT's SMS that function to ensure the implementation and effectiveness of safety risk mitigations and to ensure that WT works toward meeting or exceeding its safety objectives through the collection, analysis and assessment of information.

- Collects and analyzes safety performance data across all divisions using the same format
- Verifies safety performance and validates the effectiveness of safety risk mitigations
- Documents processes and outcomes over time to allow identification of patterns that lead to improvement
- Provides focused information for data-driven, informed decision making.

Describe activities to monitor the system for compliance with procedures for operations and maintenance.

WT monitors safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended. Supervisors for the appropriate divisions use the Safety Hazard Identification methods described in the SRM section of the ASP to evaluate compliance with the planned mitigations and the sufficiency of those mitigations to actually reduce the identified risks. These include:

- Safety audits
- Informal inspections
- On street observations, in facility observations, and ride-alongs by supervisors
- Review of routine process documentation
- Regular review of onboard camera footage to assess drivers and specific incidents
- Safety surveys
- ESRP and customer reports
- Investigation of safety occurrences
- Safety review prior to the launch or modification of any facet of service
- Daily data gathering and monitoring of data related to the delivery of service, and
- Regular vehicle inspections and preventative maintenance.

The department head who gathered the original safety hazard information coordinates these monitoring efforts. Results from the above processes are reported to the CSO and SEC and compared against recent performance trends quarterly and annually to determine where action need is to be taken. A summary of pertinent data is prepared and distributed to staff by the Sr. Communications Specialist.

Activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.

At the time the SEC determines an appropriate risk mitigation and sets it out in the SmartSheet Risk Register, the metric and time schedule for assessment to be used to evaluate the success of that mitigation (the safety performance indicator) is also set along with the frequency of measurement. To the extent possible, existing WT monitoring processes and measurements will be used. The data collected on the schedule set will be reported back to the CSO. If the CSO's safety performance monitoring determines that mitigation has not been implemented as intended, or if the results from applying the mitigation are not achieving the desired safety performance indicator, the observational data is reported back to the SEC for re-evaluation and a modified safety risk mitigation.

Describe activities to conduct investigations of safety events to identify causal factors.

WT currently has simple standardized written investigation forms. WT will create more detailed, standard operating procedures for conducting safety investigations for Safety Events as defined in the NSP to find causal and contributing factors and review the existing mitigations in place at the time of the Safety Event. Investigation of all Safety Events is led by WT staff who have had accident investigation training through one or more TSI courses and completion of the Smith System coursework.

The CSO reviews all Safety Event reports and maintains the related documentation. The CSO makes a determination of causation of the incident. The CSO will present all Safety Events to the SEC to engage in a formal "five whys" analysis, seeking to determine the causal factor(s) which indicate(s) that a safety hazard contributed to or was present during the event; and whether the accident appears to involve

underlying organizational causal factors beyond just individual employee behavior. All organizational causal factors will be logged into the SmartSheet Risk Register for mitigation response.

The employee involved can challenge that determination by requesting a hearing before the Accident Review Committee. The current review determines:

- Whether the accident was preventable or non-preventable
- Whether the employee involved requires discipline or refresher training
- What safety hazard contributed to the event
- Whether a safety hazard contributed to or was present during the event
- Whether the accident appears to involve underlying organizational causal factors

Describe activities to monitor information reported through internal safety reporting programs.

WT will also conduct internal safety audits to verify compliance with the established safety standards, and determine areas of compliance, areas of non-compliance, and areas needing improvement. The auditors will have a direct line of responsibility to the AE and will provide the audit reports resulting from their work to the SEC.

WT will engage in a formal configuration management process to ensure that all processes are appropriately documented and that documented processes do not conflict. Once established, the documented processes will be made a part of the internal audit and any practical drift from the documented processes will be reported to the SEC for independent risk rating and entry into the SmartSheet Risk Register.

Potential safety hazards reported through the ESRP, customer complaints and other safety hazard identification sources that are assigned risk mitigation measures through the Risk Resolution Matrix will be monitored and progress assessed through the Safety Assurance procedures described. Reportable events under OSHA regulations will be handled in the same manner.

Management of Change

Describe the process for identifying and assessing changes that may introduce new hazards or impact safety performance.

WT will follow the Annual Review and update process for the ASP as initially described; otherwise, efforts at Management of Change are not currently required, as WT is a small public transportation provider. WT anticipates addressing this issue in subsequent revisions of the ASP.

Continuous Improvement

Describe the process for assessing safety performance. Describe the process for developing and carrying out plans to address identified safety deficiencies.

Not required, as WT is a small public transportation provider. This is anticipated in subsequent revisions.

7. Safety Promotion

Competencies and Training

Describe the safety training program for all agency employees and contractors directly responsible for safety.

For initial front-line employee training, WT utilizes the USDOT Bus Operator Training Program prepared by TSI and sponsored by the FTA Office of Safety and Security. This training includes actively supervised driving sessions until competence is demonstrated. The program includes components on Vehicle Operations, Emergency Management and Passenger Relations.

For refresher training, WT utilizes audio visual media (SSD-103 and SSD- 110T) produced by the Smith System Driver Improvement Institute, Inc. Arlington, TX.

Dispatchers, managers and supervisors receive on-the-job training that includes skill and safety training appropriate to their respective positions. Supervisors receive separate accident investigation training.

Maintenance Shop personnel receive ongoing skill training and vendor-sponsored training. They also receive additional training developed from OSHA fact sheets relating to the specific hazards they could encounter in the garage, relating to use of hand and power tools, exposure to diesel exhaust, slip and fall prevention, etc.

Managers, supervisors, and executive management complete the SMS Awareness online course prepared by TSI and sponsored by the FTA Office of Safety and Security. The SMS Program Manager has completed seven TSI courses to date, and by the end of 2021, when classroom teaching resumes, will complete his TSSP and WSO-CSE certifications. The SMS Program Manager prepares topical packets of information to be used through the Safety Promotion function.

Safety Communication

Describe processes and activities to communicate safety and safety performance information throughout the organization.

Communicating safety and safety performance information throughout the agency: The Sr. Communications Specialist communicates the Safety Risk Management Policy Statement, the annual Safety Performance Targets and their level of attainment, safety performance indicators and other safety performance data in the form of the annual Safety Performance Report. In person communication includes has a standing agenda item for safety training included in all driver meetings. This will typically include sharing of observed conditions on the routes or on the vehicles that present safety hazards; announcements and planning for events, roadway obstructions and other potential safety hazards; lessons learned from recent incidents or Safety Events, SMS implementation announcements, etc.

Informing employees of safety actions taken in response to reports submitted through the ESRP: The Sr. Communications Specialist communicates the items considered by the SEC arising from the ESRP to the entire WT staff. This includes the hazards reported, the risk rating and the mitigations in place or added. Upon the schedule established by the SEC, the progress made in mitigating the identified risks is included. The methods used to communicate this information include direct email on such timeframe as the AE determines to be relevant and posting of the information in work areas in conjunction with other legal notices. If the reporting employee has given identifying information and requested personal feedback, that is given by direct email.

Communicating information on hazards and safety risks relevant to employees' roles and responsibilities throughout the agency: WT covers safety policies and procedures as an integral part of new-hire training and within the employee handbook. New or unusual safety hazard information is conveyed by direct presentation to employees by supervisors in one-on-one or group discussions with employees.

Communicating with the WT Governing Body and the public: The AE and the PM will communicate the WT Safety Performance through description of Safety Performance Indicator trends and Safety Performance Target attainment to the City Manager and the Governing Body for the City of Wichita as part of the budget development process and at other times as requested. Because meetings of the Governing Body are televised open meetings, this communication will also go out to the general public. WT also participates in media briefing bulletins, posting on WT's social media accounts and posting on WT's web site. These communication channels have final editorial control exercised by City officials outside WT so that content control cannot be an absolute.

8. Additional Information

Supporting Documentation

Include or reference documentation used to implement and carry out the Safety Plan that is not included elsewhere in this Plan.

Documents incorporated by reference:

1. 2020 FTA Safety and Security Policy manual
2. Operator's Manual for Wichita Transit, Wichita, KS (updated January 2017)
3. City of Wichita and Teamsters Union Local 795 Contract
4. Curricula from the following TSI courses completed by the author:
 - FT00568 SMS Awareness
 - FT00552 Bus Nomenclature
 - FT00561 Safety Assurance
 - FT00564 SMS Principles for Transit
 - FT00533 Transit Bus System Safety
 - FT00432 Transit System Security
 - FT00567 Transit Safety and Security Audit

This information is kept on file by the CSO for a minimum of 3 years and is available on request.

Definitions of Special Terms Used in this Agency Safety Plan

Term	Definition
Consequence	The potential outcome or outcomes of a hazard; what might happen as a result of the presence of the hazard.
Hazard	Any real or potential condition that could cause injury, illness, death, or other liability loss; damage to property including facilities, vehicles, infrastructure; damage to the environment or reputation of the organization; reduction in the ability to perform a prescribed function.
Hazard Probability	The qualitative probability that an identified, potential hazard will occur.

Hazard Severity	The qualitative measure of the worst credible outcome from the occurrence of a potential hazard.
Organizational Accident	An accident that has multiple causes involving many people operating at different levels of the agency.
Safety Deficiency	A condition that is a source of hazards and/or allows for the perpetuation of hazards over time.
Safety Hazard Identification	The methods or processes to identify hazards and consequences of the hazards.
Safety Risk Assessment	The methods or processes to assess the safety risks associated with identified safety hazards.
Safety Risk Mitigation	The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment.
Safety Risk Rating	An assessment of the relative severity and frequency of a given hazard, done for the purposes of determining the appropriate mitigation response.

List of Acronyms Used in this Agency Safety Plan

Acronym	Word or Phrase
AE	Accountable Executive
ALARP	As low as reasonably possible
ASP	Agency Safety Plan
CSO	Chief Safety Officer
ESRP	Employee Safety Reporting Program
FTA	Federal Transportation Agency
KDOT	Kansas Department of Transportation
MPO	Metropolitan Planning Organization
NSP	National Public Transportation Safety Plan
OSHA	Occupational Safety and Health Administration, a federal agency
PM	SMS Program Manager
PTASP	Public Transportation Agency Safety Plan
SEC	Safety Executive Committee

TAB	Transit Advisory Board
TAM	Transit Asset Management
TSI	Transportation Safety Institute
USDOT	United States Department of Transportation
WAMPO	Wichita Area Metropolitan Planning Organization
WT	Wichita Transit, the public transit division of the Transportation Department of the City of Wichita, KS

RESOLUTION NO. 20-383

**A RESOLUTION APPROVING THE WICHITA TRANSIT AGENCY
SAFETY PLAN.**

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized under the Constitution of the State of Kansas, Art. 5 Sec. 12 (Home Rule Authority) to develop, approve and implement safety plans applicable to all of its operations; and

WHEREAS, the City of Wichita has a policy of providing safe public transportation services through Wichita Transit, safe workplaces for its employees, and is committed to ongoing identification of hazards, mitigation of safety risks, assurance that steps taken in mitigation are successful, and promotion of safe operations among all its employees and members of the public; and

WHEREAS, pursuant to 49 CFR Part 673, the Federal Transit Administration requires that public transportation agencies like Wichita Transit develop, approve and implement a Public Transportation Agency Safety Plan; and

WHEREAS, the City of Wichita’s Director of Transportation, in his role as Wichita Transit Accountable Executive, and Wichita Transit’s Chief Safety Officer have each reviewed, endorsed and executed Wichita Transit’s Agency Safety Plan prior to its presentation to the Wichita City Council; and

WHEREAS, the City Council has reviewed and has had an opportunity to inquire into Wichita Transit’s Agency Safety Plan, which accompanies this Resolution;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to adopt the proposed Agency Safety Plan:

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS, AS FOLLOWS:**

Section 1. Safety Plan Adoption: The Wichita City Council hereby approves and adopts the Wichita Transit Agency Safety Plan dated November 24, 2020.

Section 2. Federal Agency Communication: The Director of Transportation for Wichita Transit or his designee is authorized to convey the City Council’s approval and adoption of the Wichita Transit Agency Safety Plan when submitting it to the FTA for certification.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 1, 2020.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana
City Attorney and Director of Law

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL DECEMBER 1, 2020**

- a. Wichita-Valley Center Flood Control Project Pump Station 3 Pump 2 Repairs (K42 & I135) (468-2020-085450/U0002/56200020) Traffic to be maintained during construction using flagpersons and barricades. (District na) - \$134,600.00
- b. Water Line Improvements to serve Northgate & Northgate 4th Additions Phase 4A (north of 53rd Street North, west of Meridian Ave.) (448-2020-004503/E0081(810117)/47112820) Does not affect existing traffic. (District VI) - \$91,000.00
- c. Sanitary Sewer Improvements to serve Northgate & Northgate 4th Additions Phase 4 (north of 53rd Street North, west of Meridian Ave.) (468-2020-004507/E0083(810119)/47261220) Does not affect existing traffic. (District VI) - \$182,000.00
- d. Stormwater Drain #309 to serve Northgate 3rd & Northgate 4th Additions Phase 2 (north of 53rd Street North, west of Meridian Ave.) (468-2020-085439/E0085(810121)/47307520) Does not affect existing traffic. (District VI) - \$736,000.00
- e. Stormwater Sewer #743 Improvements to serve Northgate 3rd Addition (north of 53rd Street North, west of Meridian Ave.) (468-2020-085449/E0084(810120)/47307520) Does not affect existing traffic. (District VI) - \$150,000
- f. Equus Wellfield Spurline Replacement MR20 (north of SW 96th Street, east of Old Settlers Road) (448-2020-031341/W9022/54254519) Does not affect existing traffic. (District na) - \$205,300.00
- g. SWS #746 SWS Repairs Various Locations (468-2020-085453//56092070) Traffic to be maintained during construction using flagpersons and barricades. (District II,III,IV) - \$202,700.00
- h. 26th Street N from the east line of Lot 5, Block B, east to the west line of Anna Street, and on 26th Court N (Lots 14 through 19, Block A) from the south line of 26th Street N, south to and including the cul-de-sac, on 26th Court N (Lots 20 through 25, Block A) from the south line of 26th Street N, south to and including the cul-de-sac, and on Anna Street from the south line of Lot 9, Block C, south to the south line of the plat, with drainage where necessary to serve Sandcrest 4th Addition - Phase 4 (south of 29th Street North, east of North Hoover Road) (472-85459/E8190(810113)/47464718) Does not affect existing traffic. (District VI) - \$352,800.00

PRELIMINARY ESTIMATE of the cost of:

Wichita-Valley Center Flood Control Project Pump Station 3 Pump 2 Repairs
(K42 & I235)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1 Pump 2 Repair 1 LS

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost

\$134,600.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

56200020 U0002 468-2020-085450

Page _____

EXHIBIT _____

To be Bid: November 13, 2020

PRELIMINARY ESTIMATE of the cost of:

Water Line Improvements to serve Northgate & Northgate 4th Additions Ph 4A
(north of 53rd Street North, west of Meridian Ave.)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS - E0081 - GROUP 1

1	Maintain Existing BMPs	1	LS
2	Site Clearing	1	LS
3	Site Restoration	1	LS
4	Seeding	1	LS

MEASURED QUANTITY BID ITEMS - E0081 - GROUP 1

5	Pipe, WL 6"	306	lf
6	Pipe, WL 8"	1,600	lf
7	Fire Hydrant Assembly	2	ea
8	Valve Assembly, Blowoff 2"	3	ea
9	Valve Assembly, 8"	2	ea
10	Valve Assembly, Anchored 8", Special	1	ea

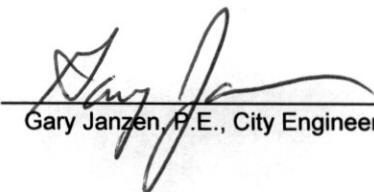
Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost\$91,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

47112820 E0081(810117) 448-2020-004503
Page _____

EXHIBIT

To be Bid: November 13, 2020

PRELIMINARY ESTIMATE of the cost of:

Sanitary Sewer Improvements to serve Northgate & Northgate 4th Additions Ph. 4
(north of 53rd Street North, west of Meridian Ave.)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS - E0083 - GROUP 2

1	Seeding	1	LS
2	Site Clearing	1	LS
3	Site Restoration	1	LS
4	Maintain Existing BMPs	1	LS
5	Dewatering	1	LS

MEASURED QUANTITY BID ITEMS - E0083 - GROUP 2

6	Pipe, SS 8"	2,545	lf
7	Riser Assembly 8", Cleanout	1	ea
8	Riser Assembly 4", Wye	1	ea
9	Riser Assembly 4", Vertical	1	ea
10	MH, Standard SS (4')	13	ea
11	Pipe Stub, 4"	4	ea
12	MH, Connect to existing	1	ea
13	Fill, Flowable	82	lf
14	Air Testing, SS Pipe	2,545	lf
15	MH, Joint Wrap	50	lf
16	BMP, Construction Entrance	1	ea
17	BMP, Curb Inlet Protection	3	ea
18	BMP, Drop Inlet Protection	3	ea
19	BMP, Erosion Control Berm	650	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost _____

\$182,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

47261220 E0083(810119) 468-2020-004507

Page _____

EXHIBIT _____

To be Bid: November 13, 2020

PRELIMINARY ESTIMATE of the cost of:

Stormwater Drain #309 to serve Northgate, Northgate 3rd, & Northgate 4th Addition - Phase 2
(north of 53rd Street North, west of Meridian Ave.)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS - E0085 - GROUP 3

1 Seeding	1	LS
2 Seeding, Temporary	1	LS
3 Site Clearing	1	LS
4 Site Restoration	1	LS
5 Excavation	118,561	cy
6 Grading, Mass	1	LS
7 Pond Sealing	1	LS
8 Testing	1	LS

MEASURED QUANTITY BID ITEMS - E0085 - GROUP 3

9 Concrete Outlet Weir	1	ea
10 Pipe, SWS 24"	173	lf
11 Pipe, SWS 30"	273	lf
12 Headwall RC 24"	1	ea
13 Headwall RC 30"	2	ea
14 Pipe Stub, 24"	1	ea
15 Pipe Stub, 30"	2	ea
16 MH, Standard SWS (5')	1	ea
17 Inlet, Curb (Type 1A) (L=10' W=3')	2	ea
18 Rip-Rap, Light Stone	143	sy
19 Rip-Rap, Heavy Stone	186	sy
20 BMP, Curb Inlet Protection	2	ea
21 BMP, Ditch Check	30	ea
22 BMP, Drop Inlet Protection	2	ea
23 BMP, Erosion Control Berm	3,080	lf
24 BMP, Erosion Control Mat	5,832	sy
25 BMP, Silt Fence	1,360	lf

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost**\$736,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

To be Bid: November 13, 2020

PRELIMINARY ESTIMATE of the cost of:

Stormwater Sewer #743 Improvements to serve Northgate 3rd Addition - Phase 1
(north of 53rd Street North, west of Meridian Ave.)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS - E0084 - GROUP 4

1	Maintain Existing BMPs	1	LS
2	Seeding	1	LS
3	Site Clearing	1	LS
4	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS - E0084 - GROUP 4

5	Pipe, SWS 15"	391	lf
6	Pipe, SWS 18"	291	lf
7	Pipe, SWS 24"	42	lf
8	Inlet, Curb (Type 1A) (L=10' W=3')	4	ea
9	Inlet, Drop, Special	4	ea
10	Fill, Sand (Flushed & Vibrated)	119	lf
11	BMP, Curb Inlet Protection	4	ea
12	BMP, Drop Inlet Protection	4	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost _____

\$150,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

47307520 E0084(810120) 468-2020-085449

Page _____

EXHIBIT _____

To be Bid: November 20, 2020

PRELIMINARY ESTIMATE of the cost of:

Equus Wellfield Spurline Replacement MR20
(north of SW 96th Street, east of Old Settlers Road)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Mobilization	1	LS
4	Seeding, Temporary	1	LS
5	Seeding	1	LS

MEASURED QUANTITY BID ITEMS

6	Pipe, WL 16"	1,490	lf
7	Pipe, RJ WL 16"	156	lf
8	Pipe, Connect to Existing	2	ea
9	Pipe Removed	20	lf
10	Pipe, Cut and Cap	2	ea
11	2" Temporary Blowoff Assembly	1	ea
12	Sign, Water Supply Line	1	ea
13	BMP, Silt Fence	179	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost _____

\$205,300.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

54254519 W9022(639020) 448-2020-031341

Page _____

EXHIBIT

PRELIMINARY ESTIMATE of the cost of:
SWS #746 SWS Repairs Various Locations
(Various Locations)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

LUMP SUM BID ITEMS - BASE BID - GROUP 1

1	Mobilization	1	LS
2	Site Restoration	1	LS
3	Traffic Control	1	LS

ALTERNATE #1 - LUMP SUM BID ITEMS - GROUP 2

4	Storm Sewer Pipe Removed	1	LS
---	--------------------------	---	----

ALTERNATE #1 - MEASURED QUANTITY BID ITEMS - GROUP 2

5	Install 18" RCP	411	lf
6	Install 15" RCP	291	lf
7	Pavement Removed and Replaced	317	sy
8	Fill, Sand (Flushed & Vibrated)	702	lf

ALTERNATE #2 - MEASURED QUANTITY BID ITEMS - GROUP 3

9	Install 15"x21" CIPP	126	lf
10	Install 18" CIPP	411	lf
11	Install 14"x21" CIPP	164	lf

Construction Subtotal

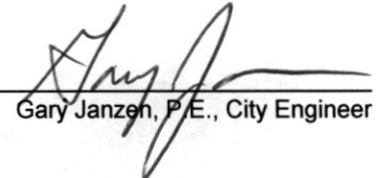
Design Fee
 Engineering & Inspection
 Administration
 Publication

Total Estimated Cost

\$202,700.00

CITY OF WICHITA)
 STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
 (DATE)

 City Clerk

56092070 468-2020-085453

Page _____

EXHIBIT

To be Bid:

November 20, 2020

PRELIMINARY ESTIMATE of the cost of:
 26th Street N, 26th Court N and Anna Street
 Sandcrest 4th Addition

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Grading, Easement	1	LS
2	Maintain Existing BMPs	1	LS
3	Signing	1	LS
4	Seeding	1	LS
5	Site Clearing	1	LS
6	Site Restoration	1	LS
7	Excavation	936	cy
8	Fill, Compacted (95% Density)	119	cy

MEASURED QUANTITY BID ITEMS

9	AC Pavement 5" (3" Bit Base)	5,278	sy
10	Crushed Rock Base 5", Reinforced	6,678	sy
11	Concrete Pavement (VG) 7" (Reinf)	139	sy
12	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	2,522	lf
13	Concrete C & G, Type 4 (6-5/8" & 1-1/2")	703	lf
14	Concrete Curb, Mono Edge (6-5/8" & 1-1/2")	85	lf
15	Concrete Sidewalk 4"	6,342	sf
16	AC Pavement Removed	37	sy
17	Inlet Hookup	2	ea
18	Inlet Underdrain	42	lf
19	Inlet Adjusted	2	ea
20	BMP, Back of Curb Protection	3,114	lf
21	BMP, Drop Inlet Protection	3	ea
22	BMP, Curb Inlet Protection	2	ea
23	BMP, Erosion Control Mat	520	sy

Construction Subtotal

Design Fee
 Engineering & Inspection
 Administration
 Publication

Total Estimated Cost**\$352,800.00**

CITY OF WICHITA)
 STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
 (DATE)

 City Clerk

47464718 E8190(810113) 472-85459

Page _____

EXHIBIT

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL DECEMBER 1, 2020**

PRELIMINARY ESTIMATE of the cost of water improvements to serve Emerald Bay 4th Addition (north of 21st Street North, east of Hoover Road) (District VI) (448-2019-007865/E9115/447112119)
– Total Estimated Cost \$119,900.

To the City Council
Wichita, Kansas

Date of CC 12/1/2020
(PROJ/ORG) E9115/47112119
(ENG PROJ) 448-2019-007865

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of water improvements to serve Emerald Bay 4th
Addition (District VI).

All work done and all materials furnished to be in accordance with plans and specifications on file
in the office of the City Engineer.

Total Estimated Cost \$119,900

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, City Engineer

Sworn to and subscribed before me this 1st day of December.

City Clerk

PRELIMINARY ESTIMATE of the cost of water improvements to serve Emerald Bay 4th
Addition (north of 21st Street North, east of Hoover Road) (District VI) (448-2019-
007865/E9115/47112119) – Total Estimated Cost \$119,900.

_____ Exhibit _____

City of Wichita
City Council Meeting
December 1, 2020

TO: Mayor and City Council

SUBJECT: Petitions for Improvements to Serve Marinita 2nd Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petitions and budgets, and adopt the resolutions.

Background: The petitions are a requirement for new development and are valid per Kansas Statute 12-6a01. The signatures on the petitions represent 100% of the improvement district.

Analysis: The projects will provide water, drainage, sanitary sewer and paving improvements required for a new residential development located north of Douglas, east of 127th Street East.

Financial Considerations: The petition total for the water improvements is \$20,000. The petition total for the drainage improvements is \$96,000. The petition total for the sanitary sewer improvements is \$6,750. The petition total for the paving improvements is \$89,000. The funding source for the projects is 100% special assessment.

Legal Considerations: The Law Department has reviewed and approved the petitions and resolutions as to form.

Recommendations/Actions: It is recommended that the City Council approve the petitions and budgets, adopt the resolutions, and authorize the necessary signatures.

Attachments: Petitions and resolutions.

PETITION
WATER DISTRIBUTION IMPROVEMENT – MARINITA 2ND ADDITION, WICHITA, KS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is \$20,000, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1 through 5, Block A, Marinita 2nd Addition, Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is equally per lot.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

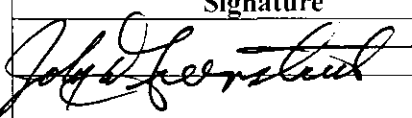
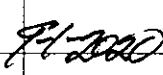
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
		Lots 1-5, Block A, Marinita 2nd Addition

THIS PETITION was filed in my office on 10/06/2020.




Deputy City Clerk

SWS # 747

PETITION

468-2020-085454

STORM WATER SEWER IMPROVEMENTS – MARINITA 2ND ADDITION

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

I. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a Storm Water Sewer System, including necessary pipes and appurtenances to serve the Improvement District defined below

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is \$96,000, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Marinita 2nd Addition, Wichita, Sedgwick County, Kansas

Lots 1-5, Block A

Lot 9, Exc. E 150 ft. N 136 ft., Gilders Gardens Addition, Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is on a fractional basis as described below:

33/100 of the total costs of the assessments for the Improvement District shall be divided into 5 equal shares amongst Lots 1-5, Block A, Marinita 2nd Addition;
and Lot 9, Exc. E 150 ft. N 136 ft., Gilders Garden Addition shall pay 67/100 of the total costs of the assessments for the Improvement District.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

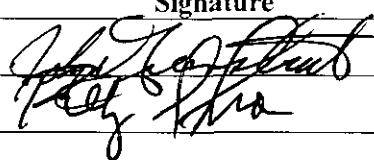
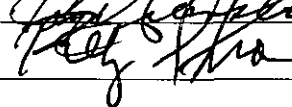
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

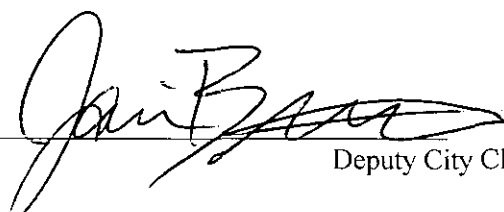
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
	9-29-2020	Lots 1-5, Block A, Marinita 2nd Add
	9-29-2020	Lot 9 Exc. E 150 ft N 136 ft, Gilders Garden Add

THIS PETITION was filed in my office on 10/06/2020.




Deputy City Clerk

468-2020-030675

PETITION
SANITARY SEWER IMPROVEMENT – MARINITA 2ND ADDITION, WICHITA, KS

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas.

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is \$6,750, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 1 through 5, Block A, Marinita 2nd Addition, Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is equally per lot.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

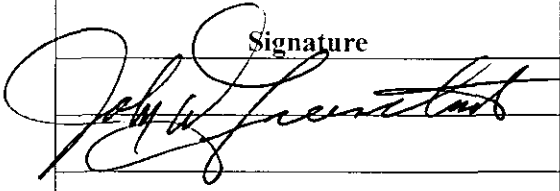
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.


4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
	9-1-2020	Lots 1-5, Block A, Marinita 2nd Addition

THIS PETITION was filed in my office on 10/06/2020.




Deputy City Clerk

472 - 2020 - 085656

**PETITION
PAVING IMPROVEMENT – MARINITA 2ND ADDITION, WICHITA, KS**

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement on Jackson Heights Ct., with drainage to be installed where necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is \$89,000, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 1 through 5, Block A, Marinita 2nd Addition, Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is equally per lot.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

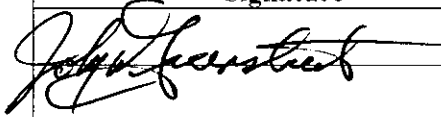
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
	7-1-2020	Lots 1-5, Block A, Marinita 2nd Addition

THIS PETITION was filed in my office on 10/06/2020.




Deputy City Clerk

(Published in the *Wichita Eagle*, on December 4, 2020)

RESOLUTION NO. 20-384

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENT-MARINITA 2ND ADDITION/NORTH OF DOUGLAS, EAST OF 127TH) (468-2020-030675).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is **\$6,750**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1 through 5, Block A, Marinita 2nd Addition, Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is **equally per lot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 1, 2020.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on December 4, 2020)

RESOLUTION NO. 20-385

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENT – MARINITA 2ND ADDITION/NORTH OF DOUGLAS, EAST OF 127TH) (448-2020-030676).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is **\$20,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1 through 5, Block A, Marinita 2nd Addition, Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is **equally per lot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 1, 2020.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on December 4, 2020)

RESOLUTION NO. 20-386

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER SEWER NO. 747 – MARINITA 2ND ADDITION/NORTH OF DOUGLAS, EAST OF 127TH) (468-2020-085454).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a Storm Water Sewer System, including necessary pipes and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is **\$96,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Marinita 2nd Addition, Wichita, Sedgwick County, Kansas
Lots 1-5, Block A

Lot 9, Exc. E 150 ft. N 136 ft., Gilders Gardens Addition, Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is **on a fractional basis as described below:**

33/100 of the total costs of the assessments for the Improvement District shall be divided into 5 equal shares amongst Lots 1-5, Block A, Marinita 2nd Addition; and Lot 9, Exc. E 150 ft. N 136 ft., Gilders Garden Addition shall pay 67/100 of the total costs of the assessments for the Improvement District.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 1, 2020.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on December 4, 2020)

RESOLUTION NO. 20-387

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENT– MARINITA 2ND ADDITION/NORTH OF DOUGLAS, EAST OF 127TH) (472-2020-085656).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement on Jackson Heights Ct., with drainage to be installed where necessary.

b) The estimated or probable cost of the proposed Improvements is **\$89,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1 through 5, Block A, Marinita 2nd Addition, Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is **equally per lot.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 1, 2020.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

**City of Wichita
City Council Meeting
December 1, 2020**

TO: Mayor and City Council

SUBJECT: Joint Funding Agreement with USGS for Equus Beds Aquifer (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the three Joint Funding Agreements with the United States Department of Interior, United States Geological Survey (USGS) for continued services including, Water Quality Conditions in the North Fork Ninescah River and Cheney Reservoir, South-Central Kansas, Continued Surface and Ground Water Data Collection and Interpretation Related to the Artificial Recharge Program (Aquifer Storage Recharge/ASR), and Streamgauging Operations and Maintenance, each for the period of October 1, 2020, to September 30, 2022.

Background: The proposed agreements represent a two-year continuation of work jointly pursued by the City of Wichita and the USGS. The scope and annual cost of the proposed work has been adjusted to include only nondiscretionary work. A two-year renewal will allow the City to comply with regulatory requirements and carry out effective and compliant operations of critical infrastructure.

Analysis: Services under the funding agreements include critical, non-discretionary work required for effective and compliant drinking water treatment, ASR operations and stormwater and flood control activities.

A summary of the agreements includes the following:

- 1) Water Quality Conditions in the North Fork Ninescah River and Cheney Reservoir, South-Central Kansas
 - Monitors quality of water flowing into Cheney Reservoir
 - Informs the raw water blend and water treatment decisions
 - Informs present and long-term conditions of the reservoir including conditions related to algal blooms
- 2) Continued Surface and Ground Water Data Collection and Interpretation Related to the Artificial Recharge Program
 - Meets requirements for ASR permits and informs operations
 - Monitors Little Arkansas River stream flow
 - Monitors groundwater levels and water quality in the Equus Beds Wellfield
- 3) Streamgauging Operations and Maintenance
 - Monitors Cheney Reservoir inflow and discharge for operations of Cheney dam
 - Monitors Cowskin Creek flows for stormwater and flood control operations
 - Monitors Arkansas River flows for stormwater and flood control operations including Lincoln Street Dam

Financial Consideration: Cost savings are realized by participating in the joint funding agreements through the USGS Cooperative Water Program (CWP). The proposed project costs and City and USGS shares under the proposed agreements are included in the following table.

Proposed Project Costs USGS Fiscal Year 2021 and Fiscal Year 2022

USGS Fiscal Year 2021

Agreement	City Share		USGS Share		Total Cost
Water Quality Cheney	\$136,400	62%	\$83,600	38%	\$220,000
Artificial Recharge Equus	\$337,544	62%	\$205,756	38%	\$543,300
Streamgauging	\$40,870	67%	\$20,130	33%	\$61,000

USGS Fiscal Year 2022

Agreement	City Share		USGS Share		Total Cost
Water Quality Cheney	\$136,524	62%	\$83,676	38%	\$220,200
Artificial Recharge Equus	\$360,244	62%	\$219,656	38%	\$579,900
Streamgauging	\$40,870	67%	\$20,130	33%	\$61,000

Funding for these agreements is included in the 2021-2022 Adopted Budget for the Water Production and Pumping and Stormwater divisions and will not impact rates.

Legal Considerations: The agreements have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Joint Funding Agreements and authorize the necessary signatures.

Attachments: Joint Funding Agreements.



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Kansas Water Science Center
1217 Biltmore Drive
Lawrence, KS 66049

October 26, 2020

Mr. Shawn Maloney
City of Wichita
11511 N 119th West
Sedgwick, KS 67135

Dear Mr. Maloney:

Enclosed are two signed originals of our standard joint-funding agreement for the Continued Surface and Groundwater Data Collection Related to Artificial Recharge of the Equus Beds Aquifer, during the period October 1, 2020 through September 30, 2022 in the amount of \$696,300 from your agency. U.S. Geological Survey contributions for this agreement are \$426,900 for a combined total of \$1,123,200. Please sign and return one fully-executed original to Kathryn Toyne at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed as soon as possible. If, for any reason, the agreement cannot be signed and returned, please contact Mandy Stone by phone number (785) 832-3578 or email mstone@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Kathryn Toyne at phone number (785) 832-3560 or email at kattoyne@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Andrew C. Ziegler
Director, KS WSC

Enclosure
21SEJFA01 (2)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001375
Agreement #: 21SEJFA01
Project #: SE00194
TIN #: 48-6000653

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2020, by the U.S. GEOLOGICAL SURVEY, Kansas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Wichita party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$426,900 by the party of the first part during the period
October 1, 2020 to September 30, 2022
- (b) \$696,300 by the party of the second part during the period
October 1, 2020 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000001375
Agreement #: 21SEJFA01
Project #: SE00194
TIN #: 48-6000653

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Mandy Stone
Supervisory Hydrologist
Address: 1217 Biltmore Drive
Lawrence, KS 66049
Telephone: (785) 832-3578
Fax: (785) 832-3500
Email: mstone@usgs.gov

Customer Technical Point of Contact

Name: Shawn Maloney
Address: 11511 N 119th West
Sedgwick, KS 67135
Telephone: (316) 269-4732
Fax:
Email: SMaloney@wichita.gov

USGS Billing Point of Contact

Name: Kathryn Toyne
Budget Analyst
Address: 1217 Biltmore Drive
Lawrence, KS 66049
Telephone: (785) 832-3560
Fax: (785) 832-3500
Email: kattoyne@usgs.gov

Customer Billing Point of Contact

Name:
Address:
Telephone:
Fax:
Email:

U.S. Geological Survey
United States
Department of Interior

City of Wichita

Signature

Signatures

By _____ Date: 10/26/2020
Name: Andrew C. Ziegler
Title: Director, KS WSC

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001375
Agreement #: 21SEJFA01
Project #: SE00194
TIN #: 48-6000653

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2020, by the U.S. GEOLOGICAL SURVEY, Kansas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Wichita party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$426,900 by the party of the first part during the period
October 1, 2020 to September 30, 2022
- (b) \$696,300 by the party of the second part during the period
October 1, 2020 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001375
Agreement #: 21SEJFA01
Project #: SE00194
TIN #: 48-6000653

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Mandy Stone
Supervisory Hydrologist
Address: 1217 Biltmore Drive
Lawrence, KS 66049
Telephone: (785) 832-3578
Fax: (785) 832-3500
Email: mstone@usgs.gov

Customer Technical Point of Contact

Name: Shawn Maloney
Address: 11511 N 119th West
Sedgwick, KS 67135
Telephone: (316) 269-4732
Fax:
Email: SMaloney@wichita.gov

USGS Billing Point of Contact

Name: Kathryn Toyne
Budget Analyst
Address: 1217 Biltmore Drive
Lawrence, KS 66049
Telephone: (785) 832-3560
Fax: (785) 832-3500
Email: kattoyne@usgs.gov

Customer Billing Point of Contact

Name:
Address:
Telephone:
Fax:
Email:

U.S. Geological Survey
United States
Department of Interior

City of Wichita

Signature

Signatures

By _____ Date: 10/26/2020

Name: Andrew C. Ziegler

Title: Director, KS WSC

By _____ Date: _____

Name:

Title:

By _____ Date: _____

Name:

Title:

By _____ Date: _____

Name:

Title:

Continued Surface and Groundwater Data Collection Related to Artificial Recharge of the *Equus* Beds Aquifer 2021–22

Mandy L. Stone, Brian J. Klager, Brian P. Kelly, and Andrew C. Ziegler

October 8, 2020

Introduction

This proposal is a continuation of the existing cooperative study “Continued surface and groundwater data collection related to artificial recharge of the *Equus* Beds aquifer 2019–20” (for Federal Fiscal years 2019 and 2020) between the city of Wichita, Kansas, and the U.S. Geological Survey (USGS), Kansas Water Science Center (KSWSC). This proposed cooperative study between the city of Wichita and USGS will help the city of Wichita continue to meet regulatory and operational requirements for the *Equus* Beds Aquifer Storage and Recovery (ASR) project. USGS and the public will benefit by increased knowledge of hydrologic and geochemical processes in surface water and groundwater as well as those that are associated with ASR that are of local, national, and global interest.

Background

The water supply for the city of Wichita, the largest city in Kansas, currently (2020) comes from two primary sources: the Wichita well field in the *Equus* Beds aquifer and Cheney Reservoir (fig. 1). The historical volume of water pumped out of the *Equus* Beds aquifer has exceeded the aquifer’s natural recharge rate in this area (Hansen and Aucott, 2010). The aquifer is susceptible to contamination by naturally occurring saltwater from the Arkansas River and by brine plumes caused by leaky oil-field brine evaporation pits used in the 1920s–1950s near Burrton, Kansas that already exist in the aquifer upgradient of the Wichita well field (shown as the central part of the study area in fig. 1; Whittemore, 2007). Preliminary USGS modeling efforts (Klager and others, 2014) demonstrate that chloride movement into the Wichita well field area is inevitable even if all agricultural and city pumping is removed, but can be slowed by increased ASR.

The *Equus* Beds aquifer is being artificially recharged to help the city of Wichita with water-supply needs, particularly during drought conditions. Artificial recharge increases water supply and inhibits saltwater intrusion from the Burrton brine plume and the Arkansas River (fig. 1; Ziegler and others, 2010; Tappa and others, 2015). Historically, the USGS has described water resources in the *Equus* Beds aquifer and the Little Arkansas River by quantifying streamflow, stream- and groundwater quality, and changes in groundwater levels since 1940. The *Equus* Beds ASR Project includes four phases of construction, two of which have currently (2020) been completed (wichita.gov/PWU/Pages/PublicWaterSupply.aspx). A Phase I facility was completed in 2006 and has the capacity to capture a maximum of 10 million gallons per day (MGD) of water from the Little Arkansas River near Halstead (fig. 1) and recharge it to the aquifer. A Phase II facility was completed in 2011 and includes a 60 MGD river intake structure equipped to divert 30 MGD of Little Arkansas River water near Sedgwick to a surface-water treatment plant to

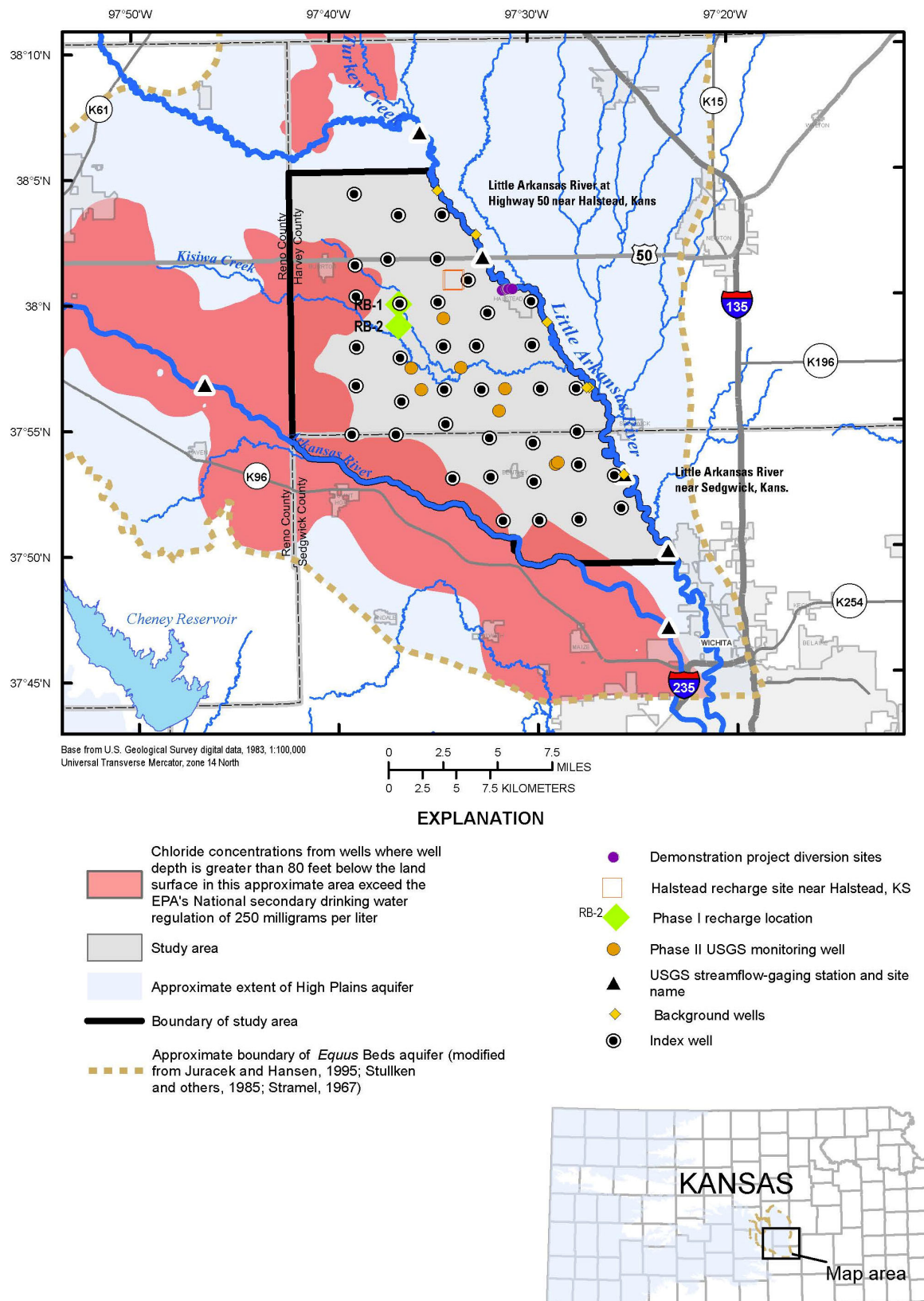


Figure 1. Location of study area and historical and proposed sampling sites.

treat the water to drinking water quality before recharging it to the aquifer. City plans currently (2020) include artificially recharging an annual average of 11,000 acre-feet.

Data collection was added for the index well network installed by the city of Wichita at 38 sites (fig. 1) in 2002 to quantify pre-artificial recharge baseline conditions and monitor the effects of artificial recharge on groundwater quality and quantity throughout and surrounding the 141 square mile basin storage area (also known as the artificial recharge accounting area). Water quality monitoring near the Phase I artificial recharge facilities began in 2006. Water quality monitoring near the Phase II artificial recharge facilities began in 2011 and included a Hydrobiological Monitoring Program (HBMP) as part of NPDES requirements and to assess quality of the Little Arkansas River on the basis of hydrology, water and streambed-sediment chemistry, biological communities (invertebrates and fish), and riparian and in-stream habitat. The HBMP effort indicated that Phase II ASR activities have not substantially changed water-quality conditions in the Little Arkansas River or the *Equus* Beds aquifer (Stone and others, 2016). Sixteen years of index well monitoring has shown that ASR efforts have not changed groundwater chemistry substantially and that water-quality constituents of concern in the aquifer include chloride, sulfate, nitrate plus nitrite, *Escherichia coli* and total coliform bacteria, and dissolved iron and arsenic species (Stone and others, 2019).

The USGS *Equus* Beds Recharge web page (<https://www.usgs.gov/centers/kswsc/science-topics/equus-beds-aquifer>) presents a description of the project, highlights of project findings, publications, and real-time water-quantity and quality data. Selected publications related to the *Equus* Beds aquifer include the following:

- Stone, M.L., Klager, B.J., and Ziegler, A.C., 2019, Water-quality and geochemical variability in the Little Arkansas River and *Equus* Beds aquifer, south-central Kansas, 2001–16: U.S. Geological Survey Fact Sheet 2019–3017, 6 p., <https://doi.org/10.3133/fs20193017>.
- Stone, M.L., Klager, B.J., and Ziegler, A.C., 2019, Water-quality and geochemical variability in the Little Arkansas River and *Equus* Beds aquifer, south-central Kansas, 2001–16: U.S. Geological Survey Scientific Investigations Report 2019–5026, 79 p., <https://doi.org/10.3133/sir20195026>.
- Stone, M.L., 2017, Eighty years of cooperative water science: U.S. Geological Survey General Information Product 174, 2 p., <https://doi.org/10.3133/gip174>.
- Rasmussen, P.P., Eslick, P.J., and Ziegler, A.C., 2016, Relations between continuous real-time physical properties and discrete water-quality constituents in the Little Arkansas River, south-central Kansas, 1998–2014: U.S. Geological Survey Open-File Report 2016–1057, 20 p., <https://pubs.er.usgs.gov/publication/ofr20161057>.
- Stone, M.L., Garrett, J.D., Poulton, B.C., and Ziegler, A.C., 2016, Effects of aquifer storage and recovery activities on water quality in the Little Arkansas River and *Equus* Beds aquifer, south-central Kansas, 2011–2014: U.S. Geological Survey Report 2016–5024, 88 p., <https://pubs.er.usgs.gov/publication/sir20165042>.

- Klager, B.J., 2016, Status of groundwater levels and storage volume in the *Equus* Beds aquifer near Wichita, Kansas, January 2016: U.S. Geological Survey Scientific Investigations Report 2016–5165, 15 p., <https://pubs.er.usgs.gov/publication/sir20165165>.
- Whisnant, J.A., Hansen, C.V., and Eslick, P.J., 2015, Groundwater-level and storage-volume changes in the *Equus* Beds Aquifer near Wichita, Kansas, predevelopment through January 2015: U.S. Geological Survey Scientific Investigations Report 2015–5121, 27 p., <http://dx.doi.org/10.3133/sir20155121>.
- Tappa, D.J., Lanning-Rush, J.L., Klager, B.J., Hansen, C.V., and Ziegler, A.C., 2015, Water quality of the Little Arkansas River and *Equus* Beds Aquifer before and concurrent with large-scale artificial recharge, south-central Kansas, 1995–2012: U.S. Geological Survey Scientific Investigations Report 2015–5023, 67 p., <http://dx.doi.org/10.3133/sir20155023>.
- Klager, B. J., Kelly, B.P., Ziegler, A.C., 2014, Preliminary simulation of chloride transport in the *Equus* Beds aquifer and simulated effects of well pumping and artificial recharge on groundwater flow and chloride transport near the city of Wichita, Kansas, 1990 through 2008: U.S. Geological Survey Open-File Report 2014–1162, 76 p., <http://pubs.usgs.gov/of/2014/1162/>.
- Hansen, C.V., Whisnant, J.A., Lanning-Rush, J.L., 2014, Status of groundwater levels and storage volume in the *Equus* Beds aquifer near Wichita, Kansas, 2012 to 2014: U.S. Geological Survey Scientific Investigations Report 2014-5185, 39 p., <http://pubs.usgs.gov/sir/2014/5185/>.
- Hansen, C.V., Lanning-Rush, J.L., Ziegler, A.C., 2013, Revised shallow and deep water-level and storage-volume changes in the *Equus* Beds Aquifer near Wichita, Kansas, predevelopment to 1993: U.S. Geological Survey Scientific Investigations Report 2013–5170, 18 p., <http://pubs.er.usgs.gov/publication/sir20135170>.
- Kelly, B.P., Pickett, L.L., Hansen, C.V., Ziegler, A.C., 2013, Simulation of groundwater flow, effects of artificial recharge, and storage volume changes in the *Equus* Beds aquifer near the city of Wichita, Kansas well field, 1935–2008: U.S. Geological Survey Scientific Investigations Report 2013–5042, 90 p., <http://pubs.usgs.gov/sir/2013/5042/sir2013-5042.pdf>.
- Hansen, C.V., 2012, Status of groundwater levels and storage volume in the *Equus* Beds aquifer near Wichita, Kansas, July 2011: U.S. Geological Survey Scientific Investigations Map 3208, 1 sheet, <http://pubs.usgs.gov/sim/3208/>.
- Perry, C.A., 2012, Determination of streamflow of the Arkansas River near Bentley in south-central Kansas: U.S. Geological Survey Scientific Investigations Report 2012–5059, 7 p., <http://pubs.usgs.gov/sir/2012/5059/>.
- Stone, M.L., Rasmussen, T.J., Bennett, Trudy, Poulton, B.C., Ziegler, A.C., 2012, Protocols for collection of streamflow, water-quality, streambed-sediment, periphyton, macroinvertebrate, fish, and habitat data to describe stream quality for the Hydrobiological Monitoring Program, *Equus* Beds Aquifer Storage and Recovery

- Program, city of Wichita, Kansas: U.S. Geological Survey Open-File Report 2012–1055, 55 p., <http://pubs.usgs.gov/of/2012/1055/>.
- Garinger, L.P., King, A., Ziegler, A.C., 2011, Effects of experimental passive artificial recharge of treated surface water on water quality in the *Equus* Beds Aquifer, 2009–2010: U.S. Geological Survey Scientific Investigations Report 2011–5070, 106 p., <http://pubs.usgs.gov/sir/2011/5070/>.
- Hansen, C.V., 2011, Status of groundwater levels and storage volume in the *Equus* Beds aquifer near Wichita, Kansas, January 2011: U.S. Geological Survey Scientific Investigations Map 2011–3192, 1 sheet, <http://pubs.usgs.gov/sim/3192/>.
- Hansen, C.V., 2011, Status of groundwater levels and storage volume in the *Equus* Beds aquifer near Wichita, Kansas, July 2010: U.S. Geological Survey Scientific Investigations Map 3159, 1 sheet, <http://pubs.usgs.gov/sim/3159/>.
- Hansen, C.V., Aucott, W.R., 2010, Status of groundwater levels and storage volume in the *Equus* Beds aquifer near Wichita, Kansas, January 2006 to January 2010: U.S. Geological Survey Scientific Investigations Report 2010–5231, 47 p., <http://pubs.usgs.gov/preview/sir/2010/5231/>.
- Ziegler, A.C., Hansen, C.V., Finn, D.A., 2010, Water quality in the *Equus* Beds aquifer and the Little Arkansas River before implementation of large-scale artificial recharge, south-central Kansas, 1995–2005: U.S. Geological Survey Scientific Investigations Report 2010–5023, 143 p., <http://pubs.usgs.gov/sir/2010/5023/>.
- Hansen, C.V., 2009, Status of ground-water levels and storage volume in the *Equus* Beds aquifer near Wichita, Kansas, July 2008: U.S. Geological Survey Scientific Investigations Map 3075, 1 sheet, <http://pubs.usgs.gov/sim/3075/>.
- Hansen, C.V., 2009, Status of groundwater levels and storage volume in the *Equus* Beds aquifer near Wichita, Kansas, January 2009: U.S. Geological Survey Scientific Investigations Map 3087, 1 sheet, <http://pubs.usgs.gov/sim/3087/>.
- Juracek, K.E., Rasmussen, P.P., 2008, Sediment Quality and Comparison to Historical Water Quality, Little Arkansas River Basin, South-Central Kansas, 2007: U.S. Geological Survey Scientific Investigations Report 2008–5187, 48 p., <http://pubs.usgs.gov/sir/2008/5187/>.
- Hansen, C.V., 2007, Status of Ground-Water Levels and Storage Volume in the *Equus* Beds Aquifer Near Wichita, Kansas, January 2003–January 2006: U.S. Geological Survey Scientific Investigations Report 2006–5321, <http://pubs.usgs.gov/sir/2006/5321/>.
- Schmidt, H.C. Ross, Ziegler, A.C., Parkhurst, D.L., 2007, Geochemical effects of induced stream-water and artificial recharge on the *Equus* Beds aquifer, south-central Kansas, 1995–2004: U.S. Geological Survey Scientific Investigations Report 2007–5025, 58 p., available at <http://pubs.usgs.gov/sir/2007/5025/>.

- Hansen, C.V., 2004, Ground-water levels and storage-volume changes in the *Equus* Beds near Wichita, Kansas, 1940–2003 [abs.]: in 21st Annual Water and Future of Kansas Conference, March 11, 2004, Lawrence, Kansas: Manhattan, Kansas Water Resources Research Institute, p. 47., <http://ks.water.usgs.gov/pubs/abstracts/wfkc04-cvh.htm>.
- Hansen, C.V., Aucott, W.R., 2003, Status of Ground-Water Levels and Storage Volume in the *Equus* Beds Aquifer Near Wichita, Kansas, January 2000–January 2003: U.S. Geological Survey Water Resources Investigations Report 03–4298, 36 p., <http://pubs.usgs.gov/wri/wrir034298/>.
- Ziegler, A.C., Ross, H.C., 2002, Effects of artificial recharge on water quality in the *Equus* Beds aquifer, south-central, Kansas, in Program of abstracts, 19th Annual Water and the Future of Kansas Conference, March 5, 2002, Lawrence, Kansas, <http://ks.water.usgs.gov/pubs/presentations/acz.030502.pdf>.
- Ziegler, A.C., Ross, H.C., Trombley, T.J., Christensen, V.G., 2001, Effects of artificial recharge on water quality in the *Equus* Beds aquifer, south-central, Kansas, 1995–2000: U.S. Geological Survey Fact Sheet 096–01, 4 p., <http://pubs.er.usgs.gov/publication/fs09601>.
- Christensen, V.G., Rasmussen, P.P., Ziegler, A.C., 2000, Real-time water-quality monitoring and regression analysis to estimate constituent loads in Kansas streams [abst.]: in Conference Program, National Environmental Monitoring Technology Conference, September 19–20, 2000, Boston, Massachusetts: Washington, D.C., U.S. Environmental Protection Agency, panel session 21, <http://ks.water.usgs.gov/pubs/abstracts/epa.09-00.html>.
- Christensen, V.G., Jian, Xiaodong, Ziegler, A.C., 2000, Regression analysis and real-time water-quality monitoring to estimate constituent concentrations, loads, and yields in the Little Arkansas River, south-central Kansas, 1995–99: U.S. Geological Survey Water-Resources Investigations Report 00–4126, 36 p., <http://pubs.er.usgs.gov/publication/wri004126>.
- Christensen, V.G., Jian, Xiaodong, Ziegler, A.C., 1999, Use of real-time water-quality monitoring and multiple-regression analysis for estimation of selected atrazine loads in streamflow, south-central Kansas: Proceedings of the Seventh Symposium on Chemistry and Fate of Modern Pesticides, September 14–16, 1999, <http://ks.water.usgs.gov/pubs/abstracts/vg.html>.
- Stous, D.H., Aucott, W.R., Blain, G.T., Dealy, M.T., 1999, Wichita Recharge Project: Sustaining and preserving the *Equus* beds aquifer: in Proceedings of the Geological Society of America, October 25–28, 1999 [abs. and oral presentation], <http://ks.water.usgs.gov/pubs/abstracts/stous.html>.
- Ziegler, A.C., Christensen, V.G., Ross, H.C., 1999, Baseline water-quality and preliminary effects of artificial recharge on ground water, south-central Kansas, 1995–98: U.S. Geological Survey Water-Resources Investigations Report 99–4250, 74 p., <http://pubs.er.usgs.gov/publication/wri994250>.

- Aucott, W.R., and Myers, N.C., 1998, Changes in ground-water levels and storage in the Wichita well field area, south-central Kansas, 1940-98: U.S. Geological Survey Water-Resources Investigations Report 98-4141, 20 p., <http://pubs.er.usgs.gov/publication/wri984141>.
- Christensen, V.G., Ziegler, A.C., 1998, Atrazine in source water intended for artificial ground-water recharge, south-central Kansas: U.S. Geological Survey Fact Sheet 074-98, 4 p., <http://pubs.er.usgs.gov/publication/fs07498>.
- Christensen, V.G., Ziegler, A.C., 1998, Characterization of atrazine in source water—A case study from Kansas: Water Quality Technical Conference, San Diego, California, November 1–4, 1998, Proceedings: Denver, Colorado, American Water Works Association, CD-ROM catalog 20400, 9 p., <http://ks.water.usgs.gov/pubs/reports/wqtc.vg.html>.
- Ziegler, A.C., Christensen, V.G., Ross, H.C., 1998, *Equus* Beds ground-water recharge demonstration project, south-central Kansas: Baseline water-quality and preliminary effects of artificial recharge on ground-water quality [abs./ and oral presentation]: Proceedings of Midwest Groundwater Conference, October 12–14, 1998, <http://ks.water.usgs.gov/pubs/abstracts/mwggwc.ziegler.html>.
- Ross, H.C., Myers, N.C., Aucott, W.R., 1997, Increased use of Cheney Reservoir for Wichita area water supply benefits *Equus* Beds aquifer: U.S. Geological Survey Fact Sheet 156-97, 2 p., <http://pubs.er.usgs.gov/publication/fs15697>.
- Ziegler, A.C., Combs, L.J., 1997, Baseline data-collection and quality-control protocols and procedures for the *Equus* Beds ground-water recharge demonstration Project near Wichita, Kansas, 1995–96: U.S. Geological Survey Open-File Report 97-235, 57 p., <http://pubs.er.usgs.gov/publication/ofr97235>.
- Ziegler, A.C., Trombley, T.J., Blain, G.T., Klein, L.J., Pajor, T.A., Strasser, V.A., 1997, Are total recoverable analyses necessary for monitoring water quality in recharge studies?: Water Quality Technology Conference, November 9–12, 1997, Denver, Colorado, Proceedings: Denver, Colorado, American Water Works Association, compact disk, <http://ks.water.usgs.gov/pubs/reports/wqtc.az.html>.
- Myers, N.C., Hargadine, G.D., Gillespie, J.B., 1996, Hydrologic and chemical interaction of the Arkansas River and the *Equus* Beds aquifer between Hutchinson and Wichita, south-central Kansas: U.S. Geological Survey Water-Resources Investigations Report 95-4191, 100 p., <http://pubs.er.usgs.gov/publication/wri954191>.
- Spinazola, J.M., Gillespie, J.B., Hart, R.J., 1986, Ground-water flow and solute transport in the *Equus*-beds area, south-central Kansas, 1940–79: U.S. Geological Survey Water-Resources Investigations Report 85-4336, 68 p., <http://pubs.er.usgs.gov/publication/wri854336>.
- Stramel, G.J., 1967, Progress report on the ground-water hydrology of the *Equus*-beds area, Kansas 1966: Kansas Geological Survey Bulletin 187, part 2, 27 p.

Stramel, G.J., 1956, Progress report on the ground-water hydrology of the *Equus* Beds area, Kansas: Kansas Geological Survey Bulletin 119, pt. 1, 59 p.,
http://www.kgs.ku.edu/Publications/Bulletins/119_2/index.html.

Problem

The city of Wichita's available water supply must be increased to meet their future needs through 2050 and beyond. To help meet those needs, particularly during drought conditions, and to protect water supply, the city of Wichita began an ASR Project in 2006. The USGS has been routinely sampling [1995–current (2020)] surface water and groundwater in the study area (fig. 1) to quantify and characterize water quantity and quality related to the ASR Project. Constituents that frequently exceed drinking-water criteria in groundwater samples include arsenic, iron, manganese, chloride, sulfate, and nitrate (Ziegler and others, 2010; Tappa and others, 2015; Stone and others, 2016; Stone and others, 2019). Atrazine is frequently detected in surface water and shallow groundwater (Ziegler and others, 2010; Tappa and others, 2015; Stone and others, 2016; Stone and others, 2019). Surface water quality samples frequently exceed the U.S. Environmental Protection Agency's (USEPA) Maximum Contaminant Level (MCL) of 3 µg/L for atrazine and often have large concentrations of total coliform and fecal coliform bacteria. Chloride concentrations occasionally exceed 250 milligrams per liter [mg/L; the USEPA secondary maximum contaminant level (SMCL)] in surface water, commonly during low flow when water is not being diverted for ASR (Ziegler and others, 2010; Tappa and others, 2015; Stone and others, 2016; Stone and others, 2019). Modeling results suggest that the Burrton chloride plume will continue moving toward the *Equus* Beds well field regardless of pumping in the area and that eastward movement of the Burrton plume could be slowed by additional artificial recharge (Klager and others, 2014).

Objectives and Scope

The objectives of the proposed study are to continue to define water quantity and quality conditions in the study area (fig. 1) from October 1, 2020 through September 30, 2022 and to continuously measure or estimate the effects of ASR on water quantity and quality for a reduced set of chemical constituents and sampling locations compared to previous (pre-2017) sampling efforts. This proposal describes the modified continuation of data collection activities that began in 1995 combined with some of the HydroBiological Monitoring Program (HBMP) data collection efforts that began in 2011. The USGS tasks are:

1. *Continued collection of water quantity for surface water and groundwater for ASR.* The objective is to characterize and quantify surface water quantity and groundwater levels on a “real time” (hourly) basis.
2. *Continued collection of water quality data for surface water and groundwater for ASR.* The objective is to characterize and quantify surface water and groundwater quality on a “real time” (hourly) basis.
3. Quality assure data and update the USGS *Equus* web page for 2020 (calendar year) through September 30, 2022.

4. Provide an interpretive report describing Little Arkansas River water-quality by September 30, 2022.

Relevance and Benefits

Hydrologic and geochemical processes occurring in surface water and groundwater interaction as well as those that are associated with ASR are of local, national, and global interest. The city of Wichita will gain information to optimize facility operation. GMD2, KDA-DWR, and KDHE will benefit from having online real-time water quantity and quality data to evaluate and minimize environmental impacts. USGS will benefit by fulfilling its mission in describing a critical aquifer water supply to the State's largest city and increased understanding of hydrologic and geochemical effects of artificial and natural recharge in a managed aquifer system. This proposal addresses the USGS Water Science Strategy with the assessment of water resources and their suitability to meet human and ecological needs.

Approach

Objectives will be accomplished using continuously collected data from surface water and groundwater sites. Activities listed in the Objectives and Scope are described below. Table 1 describes discrete constituent analyses required for the operation of nitrate and fluorescent dissolved organic material (fDOM, a proxy for dissolved organic carbon) sensors. Table 2 describes discrete constituent analyses required for the publishing of surrogate models on the National Real-Time Water Quality webpage (<https://nrtwq.usgs.gov/>).

1. Continued collection of water-quantity data for surface water and groundwater for ASR: Streamflow will be continuously measured at three surface water sites and groundwater levels will be continuously measured at two sites.
 - Continued operation of streamflow gages on the Little Arkansas River at Sedgwick, Highway 50, Emma Creek, and stage gage Upstream of ASR Phase II Intake Facility. Continuous water-level monitoring at the Sedgwick well site and the Phase II well site.
2. Continued collection of water-quality data for surface and groundwater for ASR: Water-quality monitors equipped with some combination of sensors that measure temperature and specific conductance, pH, dissolved oxygen, turbidity, nitrate, fDOM, and oxidation-reduction potential will be continued at four surface-water sites and two groundwater wells.
 - Continued operation of real-time water-quality monitors on the Little Arkansas River at Highway 50, Sedgwick, and Upstream from the ASR Phase II Intake Facility, and 1 Recharge Basin 36 shallow well. Highway 50, Sedgwick, and Upstream from ASR Phase II Facility Intake monitors will include temperature/specific conductance, pH, dissolved oxygen, turbidity, nitrate, and fDOM sensors. The Recharge Basin 36

shallow well monitor will include temperature, specific conductance, pH, oxidation-reduction potential, dissolved oxygen, and fDOM sensors.

- Continued discrete water-quality sampling for constituents in table 1 at continuously monitored sites that have nitrate and fDOM sensors to ensure sensor performance; 8 samples per site per year.
 - Continued discrete Little Arkansas River water-quality sampling at Highway 50, Sedgwick, and Upstream from ASR Phase II Facility Intake that includes 8 samples per site per year for table 2 properties to maintain and update surrogate relations (Rasmussen and others, 2016; Stone and others, *in review*) at these sites.
3. Continued QA/QC of data collected during 2020 through September 30, 2022 and web page maintenance.
 - All data collected during 2020 and through September 30, 2022 will be evaluated and this data will be updated on the *Equus* Beds ASR water-quality webpage (<https://www.usgs.gov/centers/kswsc/science-topics/equus-beds-aquifer>).
 4. Interpretative report draft by September 30, 2022 and evaluating water-quality in the Little Arkansas River and the *Equus* Beds aquifer.
 - Water-quality trends in the Little Arkansas River (source water for ASR) will be evaluated and published in a USGS Scientific Investigations Report (SIR).

Quality Assurance/Quality Control

Quality control samples generally will comprise about 10 percent of total samples and will include blanks, standard reference water samples, and replicates. Blank samples quantify the ability to maintain clean sampling and laboratory processes for the constituents listed in tables 1, 2, and 4 to ensure contamination is not introduced in field and laboratory processes.

Protocols for the collection of streamflow and water-quality are described in Stone and others (2012), available at <http://pubs.usgs.gov/of/2012/1055/>. Field methods for sample collection are described in the National Field Manual for Collection of Water Quality Data, available at <http://water.usgs.gov/owq/FieldManual>. Putnam and Hansen (2014) provide detailed descriptions for quality-assurance and data management plans for groundwater activities by the USGS KSWSC. Rasmussen and others (2015) provide a quality-assurance and data management plan for water-quality activities in the KSWSC. Quality control for the continuous monitor data will be accomplished by following the recommended guidelines of Wagner and others (2006) as well as the USGS KSWSC's own quality assurance plan for continuous water-quality monitoring (Bennett and others, 2014). Streamflow data will be collected according to procedures described by Turnipseed and Sauer (2010). Suspended-sediment concentration data will be collected using methods described in Nolan and others (2005).

References

- Bennett, T.J., Graham, J.L., Foster, G.M., Stone, M.L., Juracek, K.E., Rasmussen, T.J., and Putnam, J.E., 2014, U.S. Geological Survey quality-assurance plan for continuous water-quality monitoring in Kansas, 2014: U.S. Geological Survey Open-File Report 2014–1151, 34 p. plus appendixes, <http://dx.doi.org/10.3133/ofr20141151>.
- Hansen, C.V., and Aucott, W.R., 2010, Status of groundwater levels and storage volume in the *Equus* Beds aquifer near Wichita, Kansas, January 2006 to January 2010: U.S. Geological Survey Scientific Investigations Report 2010–5231, 47 p., <http://pubs.usgs.gov/preview/sir/2010/5231/>.
- Kelly, B.P., Pickett, L.L., Hansen, C.V., Ziegler, A.C., 2013, Simulation of groundwater flow, effects of artificial recharge, and storage volume changes in the *Equus* Beds aquifer near the city of Wichita, Kansas well field, 1935–2008: U.S. Geological Survey Scientific Investigations Report 2013–5042, 90 p., <http://pubs.usgs.gov/sir/2013/5042/sir2013-5042.pdf>.
- Klager, B. J., Kelly, B.P., Ziegler, A.C., 2014, Preliminary simulation of chloride transport in the *Equus* Beds aquifer and simulated effects of well pumping and artificial recharge on groundwater flow and chloride transport near the city of Wichita, Kansas, 1990 through 2008: U.S. Geological Survey Open-File Report 2014–1162, 76 p., <http://pubs.usgs.gov/of/2014/1162/>.
- Nolan, K.M., Gray, J.R., and Glysson, G.D., 2005, Introduction to suspended-sediment sampling: U.S. Geological Survey Scientific Investigations Report 2005–5077.
- Putnam, J.E., and Hansen, C.V., 2014, Quality-assurance and data management plan for groundwater activities by the U.S. Geological Survey in Kansas, 2014: U.S. Geological Survey Open-File Report 2014–1060, 37 p., <http://pubs.usgs.gov/of/2014/1060/>.
- Rasmussen, T.J., Bennett, T.J., Stone, M.L., Foster, G.M., Graham, J.L., and Putnam, J.E., 2014, Quality-assurance and data-management plan for water-quality activities in the Kansas Water Science Center, 2014: U.S. Geological Survey Open-File Report 2014–1233, 41 p., <http://dx.doi.org/10.3133/ofr20141233>.
- Rasmussen, P.P., Eslick, P.J., and Ziegler, A.C., 2016, Relations between continuous real-time physical properties and discrete water-quality constituents in the Little Arkansas River, south-central Kansas, 1998–2014: U.S. Geological Survey Open-File Report 2016–1057, 20 p., <https://pubs.er.usgs.gov/publication/ofr20161057>.
- Stone, M.L., 2017, Eighty years of cooperative water science: U.S. Geological Survey General Information Product 174, 2 p., <https://doi.org/10.3133/gip174>.
- Stone, M.L., Garrett, J.D., Poulton, B.C., and Ziegler, A.C., 2016, Effects of aquifer storage and recovery activities on water quality in the Little Arkansas River and *Equus* Beds aquifer, south-central Kansas, 2011–14: U.S. Geological Survey Report 2016–5024, 88 p., <https://dx.doi.org/10.3133/sir20165042>.

- Stone, M.L., Rasmussen, T.J., Bennett, T.J., Poulton, B.C., and Ziegler, A.C., 2012, Protocols for the collection of streamflow, water-quality, streambed-sediment, periphyton, macroinvertebrate, fish, and habitat data to describe stream quality for the Hydrobiological Monitoring Program, *Equus Beds Aquifer Storage and Recovery Program*, city of Wichita, Kansas: U.S. Geological Survey Open-File Report 2012–1055, 55 p., <http://pubs.usgs.gov/of/2012/1055/>.
- Tappa, D.J., Lanning-Rush, J.L., Klager, B.J., Hansen, C.V., and Ziegler, A.C., 2015, Water quality of the Little Arkansas River and Equus Beds Aquifer before and concurrent with large-scale artificial recharge, south-central Kansas, 1995–2012: U.S. Geological Survey Scientific Investigations Report 2015–5023, 67 p., <http://dx.doi.org/10.3133/sir20155023>.
- Turnipseed, D.P., and Sauer, V.B., 2010, Discharge measurements at gaging stations: U.S. Geological Survey Techniques and Methods, book 3, chap. A8, 87 p., <http://pubs.usgs.gov/tm/tm3-a8/>.
- U.S. Geological Survey, variously dated, National field manual for the collection of water-quality data: U.S. Geological Survey Techniques of Water-Resources Investigations, book 9, chaps. A1-A9, <http://pubs.water.usgs.gov/twri9A>.
- Wagner, R.J., Boulger, R.W., Jr., Oblinger, C.J., and Smith, B.A., 2006, Guidelines and standard procedures for continuous water-quality monitors—Station operation, record computation, and data reporting: U.S. Geological Survey Techniques and Methods 1–D3, 96 p., <http://pubs.usgs.gov/tm/2006/tm1D3/>.
- Whittemore, D.O., 2007, Fate and identification of oil-brine contamination in different hydrogeologic settings: *Applied Geochemistry*, v. 22, no. 10, p. 2,009–2,114.
- Ziegler, A.C., Hansen, C.V, and Finn, D.A., 2010, Water quality in the *Equus* Beds aquifer and the Little Arkansas River before implementation of large-scale artificial recharge, south-central Kansas, 1995–2005: U.S. Geological Survey Scientific Investigations Report 2010–5023, 143 p., <http://pubs.usgs.gov/sir/2010/5023/>.

Table 1. Cross-sectional field-measured phisicochemical water-quality parameters and collected constituents for nitrate and fluorescent dissolved organic material (fDOM) sensor performance. Constituents analyzed by the USGS National Water-Quality Laboratory (NWQL).

Water quality constituent	USGS parameter code(s)	NWQL lab code (LC)
Cross-sectional field-measured constituents (a.)		
Water temperature, field measured	00010	--
pH, field measured	00400	--
Specific conductance, field measured	00095	--
Dissolved oxygen, field measured	00300	--
Turbidity, field measured	60680	--
Chromophoric dissolved organic material, field measured	32295	--
Nitrogen species (b.)		
Nitrite + nitrate, dissolved	00631	LC 3156 or 3157
Total particulate nitrogen	49570	LC 2607
fDOM attributes (c.)		
Dissolved organic carbon	00681	LC 2613
Total organic carbon	00680	LC 3211
Color	00080	LC 20
UV absorbance, 254 and 280 nm	50624 and 61726	LC 2614/2615

Table 2. Constituents collected for continuation of published (Rasmussen and others, 2016; Stone and others, *in review*) surrogate models at surface water sites.

Water quality constituent	USGS parameter code(s)	NWQL lab code (LC) or schedule (SCH)
Bromide ¹	71870	LC 3166
Dissolved solids ¹	70300	SCH 13
Total suspended solids ¹	00530	LC 169
Calcium ¹	00915	
Sodium ¹	00930	SCH 13
Chloride ¹	00940	
Sulfate ¹	00945	
Alkalinity ²	39087	--
Bicarbonate ²	29806	--
Total organic nitrogen ¹	00625	LC 1986
Total phosphorus ¹	00665	LC 1984
<i>Escherichia coli</i> bacteria ²	90902	--
Fecal coliform bacteria ²	31625	--
Arsenic ¹	01000	LC 3122
Atrazine ¹	39632	SCH 2033
Suspended-sediment concentration ³	80154	--

¹Analyzed by USGS NWQL

²Analyzed by USGS WFO

³Analyzed by USGS Iowa sediment lab

SURFACE AND GROUNDWATER DATA COLLECTION & INTERPRETATION RELATED TO ARTIFICIAL RECHARGE OF THE <i>Equus</i> BEDS AQUIFER 2021-22 BUDGET					
Annotation	Task	FY 21 Cost 38% Match	FY 22 Cost 38% Match	Cost Detail	
1a. Q at HWY 50 and Sedgwick are regulatory requirements and non-discretionary. Order of the Chief Engineer and WR 46578 for PI requires minimum flow at HWY 50 (Halstead) gage. Recharge Basin 36 GW level (1 shallow) operational, related to ASR PII recharge. Emma Creek streamflow data is used for ASR operation.	1a. Continuation of operation of Q gages at Sedgwick and HWY 50, well gages, & stage gage Upstream of ASR Intake Facility				
	Sedgwick (site ID 07144100) discharge	\$13,600	\$14,000	Standard O&M Q site	
	HWY 50 (site ID 07143672) discharge	\$13,600	\$14,000	Standard O&M Q site	
	Emma Creek (site 07144050) discharge	\$13,200	\$13,200	Standard O&M Q site	
	Stage gage Upstream from ASR Phase II Intake Facility (site ID 375350097262800)	\$5,200	\$5,400	Standard O&M gage site	
	GW level at 1 Recharge Basin 36 shallow well (site ID 375327097285401)	\$5,200	\$5,400	Standard O&M for level site	
	GW level at Sedgwick well (site number 375259097259901)	\$5,200	\$5,400	Standard O&M for level site	
	Subtotal for 1a.	\$56,000	\$57,400		
	Subtotal for 1.	\$56,000	\$57,400		
	2a. Continuation of real-time WQ monitors at HWY 50, Sedgwick, Upstream from ASR Intake Facility, and recharge basin 36 shallow well; discrete sampling for sensor performance and surrogate relations				
	Discrete sample salaries	\$67,500	\$69,500	Salaries to plan, prep, collect, process, and deliver sample	
	O&M HWY 50 T/SC, pH, DO, TBY, NO3, CDOM	\$61,300	\$63,100	Standard O&M includes equipment maintenance, standards, gas, & record working	
	Nitrogen species and carbon-related constituents for sensor performance, 8 samples/yr	Table 1 (b., c.) QA Table 1 (b., c.)	\$3,300 \$400	Laboratory analysis cost Laboratory sample analysis cost (replicate & blank samples)	
	Surrogate model constituent sampling, 8 samples/yr	Table 2 QA Table 2	\$11,500 \$1,400	Laboratory sample analysis cost Laboratory sample analysis cost (replicate & blank samples)	
	O&M Sedgwick T/SC, pH, DO, TBY, NO3, CDOM	\$61,300	\$63,100	Standard O&M includes equipment maintenance, standards, gas, & record working	
	Nitrogen species and carbon-related constituents for sensor performance, 8 samples/yr	Table 1 (b., c.) QA Table 1 (b., c.)	\$3,300 \$400	Laboratory sample analysis cost Laboratory sample analysis cost (replicate & blank samples)	
	Surrogate model constituent sampling, 8 samples/yr	Table 2 QA Table 2	\$11,500 \$1,400	Laboratory sample analysis cost Laboratory sample analysis cost (replicate & blank samples)	
	O&M Upstream from ASR Intake Facility T/SC, pH, DO, TBY, NO3, CDOM	\$61,300	\$63,100	Standard O&M includes equipment maintenance, standards, gas, & record working	
	Nitrogen species and carbon-related constituents for sensor performance, 8 samples/yr	Table 1 (b., c.) QA Table 1 (b., c.)	\$3,300 \$400	Laboratory sample analysis cost Laboratory sample analysis cost (replicate & blank samples)	
	O&M Recharge Basin 36 shallow well T/SC, pH, ORP, DO, & CDOM	\$45,500	\$46,900	Standard O&M includes equipment maintenance, standards, gas, & record working	
	Carbon-related constituents for sensor performance, 8 samples/yr	Table 1 (c.) QA Table 1 (c.)	\$2,700 \$300	Laboratory sample analysis cost Laboratory sample analysis cost (replicate & blank samples)	
	Supplies	\$14,400	\$14,800	Bottles, cleaning materials (acid washing), bacteria plates, agar, solutions, & labels	
	Subtotal for 2a.	\$351,200	\$361,400		
	Subtotal for 2.	\$351,200	\$361,400		
3. Currently sampled 2020 data needs to be entered and QA/QCd. Discretely collected 2020-2024 data needs to be QA/QCd and entered into NWIS database.	Data Entry & QA/QC for Tasks 1. & 2.				
	Salaries for 2020-4 calendar year data QA/QC and web page maintenance (update web page with calendar year data)	\$26,700	\$26,700	Proportion(s) of salary to cover data maintenance and display/retrieval costs	
	Salaries for 2020+ fiscal year discrete data QA/QC	\$26,700	\$26,700	Proportion(s) of salary to cover data maintenance and display/retrieval costs	
	Salaries for 2020+ fiscal year database entry and database maintenance (realtime and discrete data)	\$37,700	\$37,700	Proportion(s) of salary to cover data maintenance and display/retrieval costs	
	Subtotal for 3.	\$91,100	\$91,100		
4. Cooperative funding requirements/intent for scientific studies, USGS CWP matching funds for reports.	Interpretive Report: INTERPRETIVE SCIENCE REQUIRED FOR USGS MISSION				
	Salaries for long-term Little Arkansas River trends report (SIR 2022)	\$45,000	\$70,000	Cooperative USGS match proportion(s) of salary to use data for scientific report writing	
	Subtotal for 4.	\$45,000	\$70,000		
Totals		\$543,300	\$579,900	\$1,123,200	
City of Wichita		\$336,800	\$359,500	\$696,300	
USGS CWP Funds		\$206,500	\$220,400	\$426,900	

Job Hazard Analysis For New Projects

- Check the numbered box(s) for all significant safety concerns this project should address. Significant safety concerns are commonly those that require training, purchase of safety equipment, or specialized preparation to address potentially hazardous conditions.
- Identify any unlisted safety concerns at bottom of the page.
- Provide details on the back of this page.

Proposal Number:

Project Title (Short): *Equus* Beds

Project Chief or Proposal Author: Mandy L. Stone

<input type="checkbox"/>	Safety Concerns
1. <input type="checkbox"/>	Wading, bridge, boat, or cableway measurements or sampling
2.	Working on ice covered rivers or lakes
3. <input type="checkbox"/>	Measuring or sampling during floods
4.	Well drilling; borehole logging
5.	Electrical hazards in the work area
6.	Construction
7. <input type="checkbox"/>	Working in remote areas, communication, office call in procedures
8. <input type="checkbox"/>	Ergonomics, carpal tunnel syndrome
9. <input type="checkbox"/>	Field Vehicles appropriate for task?- Safety screens, equipment restraints.
10.	All-terrain vehicles, snowmobiles
11.	Helicopter or fixed wing aircraft usage
12. <input type="checkbox"/>	Site access
13. <input type="checkbox"/>	Hypothermia or heat stroke
14. <input type="checkbox"/>	Hantavirus, Lyme Disease, Histoplasmosis, Pfiesteria, Others?

15. ☐	Contaminated water with sanitary, biological, or chemical concerns
16. ☐	Immunizations
17. ☐	Laboratory or mobile laboratory. Chemical hygiene plan.
18. ☐	Hazardous waste disposal
19.	Hazardous waste site operations
20.	Confined space
21.	Radioactivity
22.	Respiratory protection
23.	Scuba Diving
24.	Electrofishing

Box no.	<p>For each numbered box checked on the previous page, briefly:</p> <p>A. Describe the safety concern as it relates to this project.</p> <p>B. Describe how this safety concern will be addressed. Include training, safety equipment and other actions that will be required.</p> <p>C. Estimate costs.</p>
1.	<p>A. Streamflow measurements will be made and samples collected by wading and from bridges.</p> <p>B. Only personnel with prior field experience will be involved in this activity. Appropriate protective gear will be worn when in or around flowing water. This gear includes PFD, rubber boots/waders, and rubber gloves when sampling. Wading will not be attempted when depth x velocity is >10. Sample collection and associated safety concerns are outlined in the National field manual for the collection of water-quality data (U.S. Geological Survey, variously dated), chap. A9.</p> <p>C. Primary costs are associated with equipment such as PFDs, safety boots, waders, traffic signs, cones, and other small miscellaneous items.</p>
3.	<p>A. Streamflow measurements and sample collection may occur during floods.</p> <p>B. Personnel will be properly trained for conducting field work during flood conditions. Standard USGS protocols and safety precautions will be used including use of proper equipment and following traffic control procedures.</p> <p>C. Additional costs may be associated with additional staff required to safely perform field duties.</p>
7.	<p>A. Sites for this project could potentially be isolated and far from the office.</p> <p>B. All employees have a functioning cell phone with them, a SPOT locator, vehicle GPS tracking equipment active, and communicate with a designated person in the office regarding departure and return times.</p> <p>C. Costs of cell phones, SPOT trackers, and vehicle GPS tracking service.</p>
8.	<p>A. Data processing and analysis will require extended period at the computer.</p> <p>B. Care will be taken to insure that chairs and monitors are adjusted appropriately to maintain correct body posture and that key boards have wrist supports to minimize the potential for carpal tunnel syndrome. Regular breaks from seated position will be taken.</p> <p>C. Costs are not applicable as appropriate office furniture is already in place, and staff have had training in ergonomics.</p>
9.	<p>A. Field vehicles containing equipment will be used for transportation and processing samples. Vehicles have been equipped with safety screens and equipment restraints.</p> <p>B. Pickups have a divider separating the driver compartment from the bed area. Equipment and supplies are stored in cabinets during transport. All operators of these vehicles have had defensive driving instructions, maintain current and valid state driver's license. Operation of the vehicles will follow guidelines presented in the</p>

	<p>National field manual for the collection of water-quality data (U.S. Geological Survey, variously dated), section 9.3.1.</p> <p>C. Some additional costs for routine vehicle maintenance.</p>
12.	<p>A. Sites will be accessed by state, city, and county roads.</p> <p>B. Project personnel will coordinate project activities with appropriate government agencies or landowners to ensure that site access is available when dictated by project requirements. Access will be verified by project personnel and obstacles addressed as needed in JHAs according to WSC safety guidelines.</p> <p>C. No additional costs.</p>
13.	<p>A. Sample collection may be conducted under adverse weather conditions.</p> <p>B. Project personnel will wear sunscreen on all exposed skin, sun glasses when needed, and take precautions to avoid dehydration (drink moderate amounts of water on a scheduled basis). General guidelines to prevent hypothermia and hyperthermia presented in the National field manual for the collection of water-quality data (U.S. Geological Survey, variously dated), section 9.8.1, will be followed.</p> <p>C. Costs of training and proper clothing.</p>
14.	<p>A. Illnesses resulting from being in wooded areas resulting in mosquito- and tick-borne diseases, poison ivy, spider and insect bites, and exposure to other diseases.</p> <p>B. Employees are trained to recognize potential hazards and use insect repellants and take other precautionary measures.</p> <p>C. Costs include insect repellent and vaccines.</p>
15.	<p>A. Field personnel may be exposed to contaminated water or soil with sanitary, biological, and chemical hazards.</p> <p>B. To prevent personal contamination, direct contact with sampled water will be avoided. Project personnel will wear rubber or latex gloves when collecting samples. General procedures for preventing personal contamination as presented in the National manual for the collection of water-quality data (U.S. Geological Survey, variously dated), section 9.7, will be followed.</p> <p>C. Costs of medical monitoring.</p>
16.	<p>A. Project personnel will be working in and around water of unknown sanitary quality and may be exposed to waterborne pathogens such as tetanus and hepatitis.</p> <p>B. All project field personnel will have current immunization against waterborne pathogens such as typhoid, tetanus, hepatitis, and polio.</p> <p>C. Costs of immunizations and medical monitoring.</p>
17.	<p>A. Laboratory and mobile laboratory work includes exposure to chemicals for calibrating instruments, processing and preserving samples, and performing other standard laboratory tasks.</p> <p>B. Hazardous laboratory chemicals such as cleaning and preservation acids and some calibration standards will be handled following proper safety precautions according to the WSC safety plan, chemical hygiene plan, and chemical MSDs. MSDs are available in the laboratory and in vehicles when used as mobile laboratories.</p>

	C. No additional costs.
18.	<p>A. Small quantities of hazardous waste may be generated from instrument maintenance and preservatives used during sample processing.</p> <p>B. Hazardous waste will be properly handled and disposed of according to procedures described in the WSC safety plan and chemical hygiene plan.</p> <p>C. Costs include proper storage containers and waste disposal services.</p>
24.	<p>A. Electrocution and drowning from electrofishing is possible.</p> <p>B. All personnel will follow the guidelines of the USGS procedures for electrofishing. Operating procedures and requirements are described in the JHA for Electrofishing at: http://www.usgs.gov/usgs-manual/handbook/hb/445-2-h/ch42.html.</p> <p>C. No additional costs.</p>

**Discussed job hazard analysis (JHA) with Center
Collateral Duty Safety Officer
and/or copy of JHA given to
Collateral Duty Safety Officer**

☒ Yes ☐ No
☒ Yes ☐ No

**Unit Chief: *Mandy L. Stone*
Water Center Director: *Andrew C. Ziegler*
Regional Safety Officer: *Joe Broadus***

Date: 4/21/2020
Date:
Date:



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Kansas Water Science Center
1217 Biltmore Drive
Lawrence, KS 66049

October 26, 2020

Mr. Shawn Maloney
City of Wichita
11511 N 119th West
Sedgwick, KS 67135

Dear Mr. Maloney:

Enclosed are two signed originals of our standard joint-funding agreement for the Water Quality Conditions in the North Fork Ninnescah River and Cheney Reservoir, South-Central Kansas, during the period October 1, 2020 through September 30, 2022 in the amount of \$272,924 from your agency. U.S. Geological Survey contributions for this agreement are \$167,276 for a combined total of \$440,200. Please sign and return one fully-executed original to Kathryn Toyne at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement as soon as possible. If, for any reason, the agreement cannot be signed and returned, please contact Ariele Kramer by phone number (785) 832-3526 or email akramer@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Kathryn Toyne at phone number (785) 832-3560 or email at kattoyne@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Andrew C. Ziegler
Director, KS WSC

Enclosure
21SEJFA02 (2)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001375
Agreement #: 21SEJFA02
Project #: SE00191
TIN #: 48-6000653

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2020, by the U.S. GEOLOGICAL SURVEY, Kansas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Wichita party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$167,276 by the party of the first part during the period
October 1, 2020 to September 30, 2022
- (b) \$272,924 by the party of the second part during the period
October 1, 2020 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000001375
Agreement #: 21SEJFA02
Project #: SE00191
TIN #: 48-6000653

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Ariele Kramer
Hydrologist
Address: 1217 Biltmore Drive
Lawrence, KS 66049
Telephone: (785) 832-3526
Fax:
Email: akramer@usgs.gov

Customer Technical Point of Contact

Name: Shawn Maloney
Address: 11511 N 119th West
Sedgwick, KS 67135
Telephone: (316) 269-4732
Fax:
Email: SMaloney@wichita.gov

USGS Billing Point of Contact

Name: Kathryn Toyne
Budget Analyst
Address: 1217 Biltmore Drive
Lawrence, KS 66049
Telephone: (785) 832-3560
Fax: (785) 832-3500
Email: kattoyne@usgs.gov

Customer Billing Point of Contact

Name:
Address:
Telephone:
Fax:
Email:

U.S. Geological Survey
United States
Department of Interior

City of Wichita

Signature

Signatures

By _____ Date: 10/26/2020
Name: Andrew C. Ziegler
Title: Director, KS WSC

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001375
Agreement #: 21SEJFA02
Project #: SE00191
TIN #: 48-6000653

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2020, by the U.S. GEOLOGICAL SURVEY, Kansas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Wichita party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$167,276 by the party of the first part during the period
October 1, 2020 to September 30, 2022
- (b) \$272,924 by the party of the second part during the period
October 1, 2020 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000001375
Agreement #: 21SEJFA02
Project #: SE00191
TIN #: 48-6000653

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Ariele Kramer
Hydrologist
Address: 1217 Biltmore Drive
Lawrence, KS 66049
Telephone: (785) 832-3526
Fax:
Email: akramer@usgs.gov

Customer Technical Point of Contact

Name: Shawn Maloney
Address: 11511 N 119th West
Sedgwick, KS 67135
Telephone: (316) 269-4732
Fax:
Email: SMaloney@wichita.gov

USGS Billing Point of Contact

Name: Kathryn Toyne
Budget Analyst
Address: 1217 Biltmore Drive
Lawrence, KS 66049
Telephone: (785) 832-3560
Fax: (785) 832-3500
Email: kattoyne@usgs.gov

Customer Billing Point of Contact

Name:
Address:
Telephone:
Fax:
Email:

U.S. Geological Survey
United States
Department of Interior

City of Wichita

Signature

Signatures

By _____ Date: 10/26/2020
Name: Andrew C. Ziegler
Title: Director, KS WSC

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

WATER QUALITY CONDITIONS IN THE NORTH FORK NINNESCAH RIVER AND CHENEY RESERVOIR, SOUTH-CENTRAL KANSAS, FY21–22

A proposal written for the city of Wichita, Kansas
by Ariele R. Kramer

August 25, 2020

BACKGROUND/INTRODUCTION

Cheney Reservoir (fig. 1), located in south-central Kansas, was constructed by the Bureau of Reclamation, U.S. Department of the Interior, between 1962 and 1965. The primary purpose of Cheney Reservoir is to provide the city of Wichita, Kansas, with a reliable municipal water supply, downstream flood control, wildlife habitat, and recreation (Bureau of Reclamation, 2016). Approximately 70 percent of Wichita's municipal water supply came from Cheney Reservoir during 1995 through 2013 (Hansen and others, 2014). Water-supply needs and reliance on Cheney Reservoir will continue to increase with ongoing population growth and urban development. Source-water protection is essential to preserving water-quality conditions and ensuring safe and reliable drinking-water supplies in the future.

Cyanobacterial blooms in Cheney Reservoir during 1990 and 1991 caused severe taste-and-odor events and prompted the formation of the Cheney Reservoir Task Force in 1992. Nutrients and sediments were identified by the task force as the primary pollutants of concern in the Cheney Reservoir watershed because of their effects on water quality and quantity and their relation to cyanobacterial blooms. Stream-water-quality goals for nutrients and sediment were established to improve water-quality conditions in Cheney Reservoir (Cheney Reservoir Task Force, 1994). To achieve these goals, the city of Wichita, along with other state and federal agencies, invests in cost-share programs to encourage best management practice implementation in the Cheney Reservoir watershed.

Since 1996, the U.S. Geological Survey (USGS), in cooperation with the city of Wichita, has conducted studies in the Cheney Reservoir watershed with the goal of understanding and improving water quality. Occasional taste and odor events continue to occur on Cheney Reservoir (Graham and others, 2017). Initial studies determined sub-basin sources of contaminants, chemical loading into and out of Cheney Reservoir, changes in reservoir sediment quality over time, and watershed sources of phosphorus (e.g. Christensen and Pope, 1997; Pope and Milligan, 2000; Pope and others, 2002). Later studies focused on real-time estimation of water-quality constituent concentrations and mass transport from the watershed, and the description of in-reservoir conditions that may result in the occurrence of cyanobacteria and associated compounds (e.g. Christensen and others, 2006; Stone and others, 2013a; Stone and others, 2013b). Knowledge gained from these studies has assisted in the development,

implementation, maintenance, and assessment of watershed-management goals and plans to maintain Cheney Reservoir as a public-water supply and recreational resource. Key findings from these studies include:

1. Phosphorus transport from the watershed has been increasing over time. Agricultural activities within the watershed have increased total phosphorus concentrations in soil to about 3-times natural concentrations, and agricultural activities have accounted for about 65 percent of the phosphorus transported to Cheney Reservoir (Pope, 1998; Mau 2001; Pope and others, 2002).
2. The Cheney Reservoir Task-Force established goals for select constituents in the Cheney Reservoir watershed. At the North Fork Ninescah River, the main tributary to the reservoir, the long-term goal for total suspended solids (100 mg/L) was not exceeded, the long-term goal for nitrate (1.2 mg/L) was occasionally exceeded, and the long-term phosphorus goal (0.10 mg/L) was routinely exceeded during 1999-2012. Base flow goals for these constituents are routinely exceeded at the North Fork Ninescah River and other streams in the Cheney Reservoir watershed (Pope and others, 2002; Christensen and others, 2006; Stone and others, 2013a).
3. Sediment accumulation in Cheney Reservoir is less than expected. As of 2001, only 4 percent of the original storage capacity of Cheney Reservoir was filled (Mau, 2001). A substantial amount of the sediment load delivered to Cheney Reservoir occurs during very short time periods. Forty-one percent of the sediment load transported to Cheney Reservoir during 1966-2013 was delivered during eight twenty-four-hour periods (Stone and others, 2015).
4. Cyanobacteria, rather than actinomycetes bacteria, are the likely producers of the taste-and-odor compounds geosmin and 2-methylisoborneol in Cheney Reservoir. Geosmin occurs relatively frequently in Cheney Reservoir; 2-methylisoborneol only occurs occasionally (Christensen and others, 2006; Stone and others, 2013b).
5. There is a broad seasonal pattern in the occurrence of cyanobacteria and associated compounds in Cheney Reservoir, though timing and magnitude of events vary among years. In general, there is a small winter peak in cyanobacteria associated with geosmin and a larger summer peak associated with the cyanotoxin microcystin. Large inflow events to the reservoir may disrupt the expected seasonal pattern (Graham and others, 2017).
6. Continuous water-quality data provides real-time information about changing water-quality conditions that may affect drinking-water treatment processes. For example, continuous water-quality data have been used to develop models that estimate the probability of microcystin and geosmin event occurrence in Cheney Reservoir (Christensen and others, 2006; Stone and others, 2013; Graham and others, 2017).

PROBLEM

Land-use change, population, and climate can have substantial impacts on water quality in downstream reservoirs. Suspended sediment, nutrients (nitrogen and phosphorus), pesticides, and bacteria may have detrimental effects on reservoir water quality through increased sedimentation, accelerated eutrophication, reduced light penetration, potentially harmful effects to human health and aquatic organisms, decreased recreational value, and increased drinking-water treatment costs. Cheney Reservoir is one of the main public water supplies for the city of Wichita and surrounding area. Because of this, there is considerable interest in maintaining acceptable water quality in the reservoir and associated tributaries by mitigating contamination and preventing long-term detrimental effects to the aquatic ecosystem.

Cyanobacteria, microcystin (a cyanotoxin), and geosmin (a taste-and-odor compound) were detected in about 84, 52, and 31 percent, respectively, of samples collected from Cheney Reservoir during 2001 through 2016. 2-methylisoborneol (MIB, a taste-and-odor compound) was less common and was detected in only 4 percent of samples. Microcystin and geosmin concentrations exceeded advisory values of concern more frequently than cyanobacterial abundance; therefore, cyanobacteria alone are not a good indicator of the presence of these compounds in Cheney Reservoir (Graham and others, 2017). Sequencing data from a DNA analysis for samples taken from 2013-2014 implicated several cyanobacteria, including *Anabaena* spp., *Microcystis* spp., and an unresolved member of the order *Oscillatoriales* as the likely principal producers of geosmin, microcystin, and 2-methylisoborneol (MIB), respectively (Otten and others, 2016). The study also found quantitative PCR (qPCR) assays targeting geosmin-producing *Anabaena* and microcystin-producing *Microcystis* could explain the greatest variation in observed geosmin and microcystin concentrations over the study period, highlighting their potential for routine monitoring applications and early identification, onset, and potential duration of taste -and-odor or toxin events (Otten and others, 2016).

Prior to distribution, source-water supplies are treated by a combination of chemical and physical processes to remove contaminants. Water-quality conditions, such as turbidity, specific conductance, and pH may require alteration of treatment processes to ensure effective removal of contaminants. Other water-quality constituents, such as microcystin, are of concern because of the direct potential for human health effects or because of the potential to form harmful compounds such as brominated trihalomethanes. An advanced notification system of changing water-quality conditions that may affect treatment processes or result in the occurrence of harmful compounds would allow the city of Wichita time to develop and implement adequate treatment strategies. For example, because of the potential for human health effects and aesthetic issues, real-time water-quality models to estimate the probability of occurrence for microcystin and geosmin were developed (Stone and others 2013b) and are available online at <https://nrtwq.usgs.gov/ks/>. Models such as these require ongoing data collection to maintain the integrity of the models and to minimize uncertainty.

Long-term data and their interpretation are key to understanding the factors influencing water quality, changes in water-quality conditions over time, and developing robust models to estimate occurrence, concentration, and load of constituents of concern. Ongoing data collection in the Cheney watershed and reservoir is proposed to provide the long-term data required to document changing water-quality conditions because of BMP implementation in the watershed and to refine continuous real-time water-quality models to provide notification of changing water-quality conditions that may that may inform decisions by water-treatment operators to adjust water treatment in real-time to improve quality of treatment and potentially decrease treatment costs. Understanding the influences on, and changes in, water-quality conditions over time will provide necessary information to help inform management decisions to ensure the longevity and health of Cheney Reservoir as a source-water supply.

OBJECTIVES AND SCOPE

The specific objectives of the proposed work are to: 1) document changes in water-quality conditions in the North Fork Ninnescah River and Cheney Reservoir with respect to BMP implementation and 2) provide a long-term continuous data set for estimating occurrence and concentration of water-quality constituents of concern in Cheney Reservoir, including cyanobacteria and associated compounds. These objectives will be accomplished by:

1. Continued operation of real-time water-quality monitors at the North Fork Ninnescah River and Cheney Reservoir study sites.
2. Routine sample collection at these two sites over a range of environmental conditions.
3. Verifying and refining previously developed relations between monitored water-quality variables and laboratory-analyzed samples used to continuously and in real time estimate occurrence, concentrations, and loads for constituents of concern.
4. Using available data from federal, state, and local stakeholders in the Cheney watershed, determine the timing and extent of BMPs in the watershed, with the goal of analyzing potential relations between BMPs and changes in water-quality over time. This will be dependent on the availability and quality of BMP data.

RELEVANCE AND BENEFITS

This proposed study will have immediate and long-standing benefits for the city of Wichita, state of Kansas, and the nation. Study results will provide information on changing water-quality conditions in the Cheney watershed and reservoir because of BMP implementation. In addition, the study will increase understanding of reservoir processes as influenced by biological, physicochemical, and hydrological factors and provide insight into the factors influencing harmful algal blooms, an increasing water-quality concern throughout the nation. The study will also provide insight into watershed BMP effectiveness. Knowledge gained will assist in the development, implementation, maintenance, and assessment of watershed management goals and plans to maintain Cheney Reservoir as a public water supply and recreational resource.

Understanding the biological, physicochemical, and hydrological factors associated with long-term changes in water-quality conditions, efficacy of BMPs, and harmful algal blooms in a eutrophic, Central Plains reservoir also will provide insight into how to assess and manage water-quality problems experienced in other reservoirs regionally, nationally, and globally.

This study is relevant to the Water Mission Area Strategic Directions (Evenson and others, 2012) by:

1. **Expanding and Enhancing Water-Resource Monitoring Networks:** This study will add to the growing USGS dataset on water quality throughout the nation. The inclusion of cyanobacteria and associated compounds will extend an existing longer-term dataset and further national leadership in understanding and predicting harmful algal blooms.
2. **Integrating watershed assessment, research, and modeling:** By rigorously and quantitatively assessing the efficacy of watershed BMPs by documenting changes in downstream and in-lake water quality. Links between inflow and in-reservoir processes will also be quantified.
3. **Delivering Water Data and Analyses to the Nation:** Through NWIS web and the final report, data collected, analyzed, and interpreted by this study will be publicly available.

The following National Water Quality Program Priorities (USGS, 2013) will be met by:

1. **Enhancing hydrologic-data networks for improved hazards forecasting and protection and assessments of water sustainability for human and ecological needs; improving strategies to identify and protect drinking water sources.**
2. **Assessing contaminants of emerging concern in drinking water.**

The city of Wichita, Kansas uses water from the reservoir for public drinking supply. Further study of water quality, cyanobacteria and associated compounds in Cheney Reservoir will enhance knowledge about occurrence over multiple decades and under a range of environmental conditions.

This study meets the following Kansas Water Science Center Strategic Goals (Ziegler, 2015) by:

1. **Leading the nation in real-time water quality and surrogate models (WaterQualityWatch and NRTWQ).**
Two real-time water-quality sites will be operated and surrogate models will be maintained and refined.
2. **Continuing to provide new knowledge on transport, fate, and effects of natural and anthropogenic organic contaminants in the environment:** Harmful algal blooms are of increasing national concern. Cyanobacteria and associated compounds are a key element of this study and will contribute to knowledge on occurrence, environmental influences, and fate and transport.
3. **Leading the nation in nutrient algal dynamics and algal toxin research:** This is a unique harmful algal bloom study in its integration of temporally dense data collection through sensor technology and discrete sample collection.

This study also meets the following Long-Term Vision for the Future of Water Supply in Kansas goals by (Kansas Water Office, 2015):

- 1. Implement and maintain watershed protection activities to maintain regional reservoir storage capacity.**
- 2. Maintain or reduce the rate of sedimentation and nutrient loading through the encouragement of Best Management Practices**

APPROACH

Continuous Water-Quality Monitoring

The two existing monitoring sites, North Fork Ninnescah River above Cheney Reservoir (inflow site, USGS Station ID 07144780) and Cheney Reservoir (reservoir site, USGS Station ID 07144790) will continue to be operated (figure 1). Continuous water-quality data for these sites is currently available online at <https://waterdata.usgs.gov/ks/nwis>. Real-time water-quality variables for the inflow site will include streamflow, water temperature, specific conductance, pH, dissolved oxygen, and turbidity. Real-time water-quality variables for the reservoir site will include reservoir elevation, reservoir storage, water temperature, specific conductance, pH, dissolved oxygen, turbidity, fluorescent dissolved organic matter (fDOM), total algae (chlorophyll and phycocyanin fluorescence), and light (photosynthetically active radiation, PAR). The real-time data will be made available in real time at <https://waterdata.usgs.gov/ks/nwis>. All monitors will be calibrated and operated in accordance with standard USGS procedures (Wilde, variously dated; Wagner and others, 2006; Pellerin and others, 2013; Bennett and others, 2014).

Routine Sample Collection

Samples will continue to be collected at the inflow and reservoir site. Water-quality sampling at the inflow site is focused on maintaining the integrity of existing real-time water-quality models and transport from the watershed to the reservoir. About eight samples per year will be collected at the inflow site and analyzed for the constituents listed in Tables 1-3. Samples will be analyzed at the Wichita Water and Wastewater Lab (table 2) and USGS (and USGS contract) labs (table 3). All inflow samples will be collected using equal-width-increment sampling techniques (U.S. Geological Survey, 2006). Water-quality sampling at the reservoir site is focused on maintaining the integrity of existing real-time water-quality models and developing new models to enhance early notification of potential water-quality conditions that may affect drinking-water treatment processes and quality. About eight samples per year will be collected at the reservoir site and analyzed for the constituents listed in Tables 1-3.

Data Interpretation and Analysis

Routine sample data will be used in combination with continuously monitored variables to: 1) maintain and develop new relations to estimate occurrence and concentration of water-quality constituents of concern and 2) document changes in water-quality conditions in the watershed and reservoir regarding changing environmental conditions and available BMP data. Regression and other statistical methods will be used to update and maintain existing real-time models. A variety of graphical and statistical tools will be used to describe temporal changes in water-quality conditions in the Cheney watershed and reservoir.

QUALITY ASSURANCE/QUALITY CONTROL

About twenty percent of samples collected at each site (inflow, reservoir, and up-lake) will include concurrent field replicates, equipment blanks, and field blanks for quality assurance and control purposes. Concurrent replicates will be analyzed for all constituents listed in Tables 2 and 3; in addition, split samples will be collected from the concurrent replicate sample and sent to USGS National Water Quality Laboratory (NWQL) for all constituents analyzed by the Wichita Water and Wastewater Lab (table 2). Concurrent replicates will be used to evaluate field and intra-laboratory variability and split replicates will be used to evaluate inter-laboratory variability. Equipment and field blanks will be analyzed for all variables listed in Table 2 and geosmin, 2-methylisoborneol, microcystin, and atrazine. Equipment and field blanks will be used to identify potential sources of contamination due to equipment cleaning procedures and sample collection procedures. Twice annually, the Wichita Laboratory will participate in round robin analysis of standard reference samples from the USGS Branch of Quality Systems. Standard reference samples will be used to compare results generated by the Wichita Laboratory with other laboratories.

PRODUCTS

A USGS Open File report will be published in 2022 that updates and publishes real time models for constituents at both the inflow and reservoir site. In addition, TOC models will be developed by 2023 (dependent on sufficient sample size) using continuously measured fDOM and turbidity sensor data and discretely collected TOC results. All the estimated concentrations and loads and likelihood of cyanobacteria-related event occurrences will be displayed real-time online at <https://nrtwq.usgs.gov/ks>. Continuous water-quality measurements will be available online at <https://waterdata.usgs.gov/ks/nwis/current/?type=quality&group%20Key=basin%20cd>.

REFERENCES

- Cheney Reservoir Task Force, 1994, Watershed pollution management plan for North Fork Ninnescah Watershed and Cheney Reservoir, Final Report, 22 p.
- Christensen, V.G., Pope, L.M., 1997, Occurrence of dissolved solids, nutrients, atrazine, and fecal coliform bacteria during low flow in the Cheney Reservoir watershed, south-central

- Kansas, 1996: U.S. Geological Survey Water-Resources Investigations Report 97-4153, 13 p.
- Christensen, V.G., Graham, J.L., Milligan, C.R., Pope, L.M., and Ziegler, A.C., 2006, Water quality and relation to taste-and-odor compounds in the North Fork Ninnescah River and Cheney Reservoir, South-Central Kansas, 1997-2003: U.S. Geological Survey Water-Resources Investigations Report 2006-5095, 43 p.
- Evenson, E.J., Orndorff, R.C., Blome, C.D., Bohlke, J.K., Herschberger, P.K., Langenheim, V.E., McCabe, G.J., Morlock, S.E., Reeves, H.W., Verdin, J.P., Weyers, H.S., and Wood, T.M., 2012, Strategic directions for U.S. Geological Survey water science, 2012–2022—Observing, understanding, predicting, and delivering water science to the Nation: U.S. Geological Survey Open-File Report 2012–1066, 42 p.
- Graham, J.L., Foster, G.M., Williams, T.J., Kramer, A.R., and Harris, T.D., 2017, Occurrence of cyanobacteria, microcystin, and taste-and odor compounds in Cheney Reservoir, Kansas, 2001–16: U.S. Geological Survey Scientific Investigations Report 2017–5016, 57 p., <https://doi.org/10.3133/sir20175016>.
- Hansen, C.V., Whisnant, J.A., and Lanning-Rush, J.L., 2014, Status of groundwater levels and storage volume in the Equus Beds aquifer near Wichita, Kansas, 2012 to 2014: U.S. Geological Survey Scientific Investigations Report 2014–5185, 39 p., <http://dx.doi.org/sir20145185>.
- Kansas Water Office, 2015, A long-term vision for the future of water supply in Kansas, accessed July 2020 at https://kwo.ks.gov/docs/default-source/water-vision-water-plan/vision/rpt_water_vision_reformatted_kfld56e11da40b6667970cff000032a16e.pdf?sfvrsn=0.
- Mau, D.P., 2001, Sediment deposition and trends and transport of phosphorus and other chemical constituents, Cheney Reservoir Watershed, South-central Kansas: U.S. Geological Survey Water-Resources Investigations Report 01-4085, 40 p.
- Otten TG, Graham JL, Harris TD, Dreher TW. 2016. Elucidation of taste- and odor-producing bacteria and toxigenic cyanobacteria in a Midwestern drinking water supply reservoir by shotgun metagenomic analysis. Appl Environ Microbiol 82:5410–5420. doi:[10.1128/AEM.01334-16](https://doi.org/10.1128/AEM.01334-16).
- Pellerin, B.A., Bergamaschi, B.A., Downing, B.D., Franco, J., Garret, J.D., and Olsen, L.D., 2013, Optical techniques for the determination of nitrate in environmental waters: guidelines for instrument selection, operation, deployment, maintenance, quality assurance, and data reporting: U.S. Geological Survey Techniques and Methods 1–D5, 37 p.
- Pope, L.M., 1998, [Watershed trend analysis and water-quality assessment using bottom-sediment cores from Cheney Reservoir, south-central Kansas: U.S. Geological Survey Water-Resources Investigations Report 98-4227, 24 p.](#)
- Pope, L.M., Milligan, C.R., 2000, Preliminary assessment of phosphorus transport in the Cheney Reservoir watershed, south-central Kansas, 1997-98: U.S. Geological Survey Water-Resources Investigations Report 00-4023, 29 p.
- Pope, L.M., Milligan, C.R., and Mau, D.P., 2002, Historical contributions of phosphorus from natural and agricultural sources and implications for stream water quality, Cheney

- Reservoir watershed, south-central Kansas: U.S. Geological Survey Water-Resources Investigation Report 02-4021, 25 p.
- Stone, M.L., Graham, J.L., and Gatotho, J.W., 2013a, Continuous real-time water-quality monitoring and regression analysis to compute constituent concentrations and loads in the North Fork Ninnescah River upstream from Cheney Reservoir, south-central Kansas, 1999–2012: U.S. Geological Survey Scientific Investigations Report 2013–5071, 44 p.
- Stone, M.L., Juracek, K.E., Graham, J.L., and Foster, G.M., 2015, Quantifying suspended sediment loads delivered to Cheney Reservoir, Kansas—Temporal patterns and management implications: *Journal of Soil and Water Conservation*, v. 70, no. 2, p. 91–100.
- Stone, M.L., Graham, J.L., Gatotho, J.W., 2013b, Model documentation for relations between continuous real-time and discrete water-quality constituents in Cheney Reservoir near Cheney, Kansas, 2001–2009: U.S. Geological Survey Open-File Report 2013–1123, 100 p.
- U.S. Geological Survey, 2006, Collection of water samples (ver. 2.0): U.S. Geological Survey Techniques of Water-Resources Investigations, book 9, chap. A4, September 2006 accessed July 19, 2015, at <http://pubs.water.usgs.gov/twri9A4/>.
- U.S. Geological Survey, variously dated, National field manual for the collection of water-quality data: U.S. Geological Survey Techniques of Water-Resources Investigations, book 9, chaps. A1–A9, available online at <http://pubs.water.usgs.gov/twri9A>.
- Wagner, R.J., Boulger, R.W., Jr., Oblinger, C.J., and Smith, B.A., 2006, Guidelines and standard procedures for continuous water-quality monitors—Station operation, record computation, and data reporting: U.S. Geological Survey Techniques and Methods 1-D3, 96 p.
- Wilde, F.D., ed., variously dated, Field measurements: U.S. Geological Survey Techniques of Water-Resources Investigations, book 9, chap. A6, with sec. 6.0–6.8, accessed July 19, 2015, at <http://pubs.water.usgs.gov/twri9A6/>.
- Ziegler, A.C., 2015, The Kansas Water Science Center Strategic Goals, accessed through the Kansas Water Science Center internal webpage at <http://www.dkslwr.cr.usgs.gov/#DistrictInfo>

TIMELINE

Task	FY21	FY22
1) North Fork Ninescah River Above Cheney Reservoir Monitoring Site		
Continued operation of real-time water-quality monitor at the North Fork Ninescah above Cheney Reservoir site (T, SC, pH, DO, TBY)	X	X
Continued collection and analysis of discrete water-quality samples at the North Fork Ninescah River above Cheney Reservoir site (8 samples/year plus QA/QC)	X	X
Annual verification of regression models to verify model performance and make appropriate updates	X	X
2) Cheney Reservoir Monitoring Site		
Continued operation and addition* of real-time water-quality monitor at the Cheney Reservoir site (T, SC, pH, DO, TBY, fDOM*, Total Algae, PAR)	X	X
Continued collection and analysis of discrete water-quality samples at the Cheney Reservoir site (8 samples/year plus QA/QC)	X	X
Annual verification of regression models to verify model performance and make appropriate updates	X	X
3) Publications		
Open File report updating and publishing new and existing surrogate models at the North Fork Ninescah River above Cheney Reservoir and Cheney Reservoir monitoring sites.	X	X
Development of TOC model at Cheney Reservoir Monitoring site, FY23 completion date.	X	X

PERSONNEL

Hydrologist, Kansas Water Science Center, project chief, lead report author

Hydrologist, Kansas Water Science Center, assist with data analysis, interpretation, and report

Hydrologic Technician, Kansas Water Science Center, data collection, compilation, and analysis

Hydrologic Technician, Kansas Water Science Center, data collection

Hydrologic Technician, Kansas Water Science Center, data collection

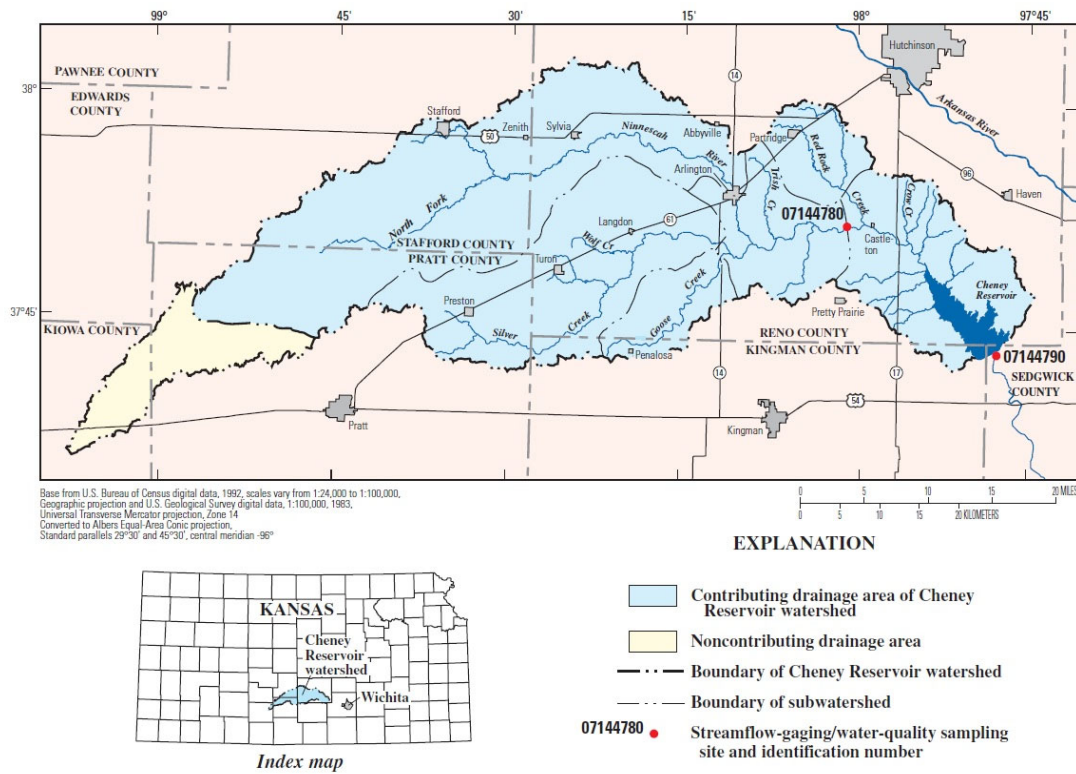


Figure 1. Continuous water-quality monitoring study sites in Cheney Reservoir and watershed.

Table 1. Field variables to be measured by the USGS during site visits. * indicates variables measured at lake sites only.

Water temperature	Turbidity	Secchi depth*
Specific conductance	Chlorophyll fluorescence*	1% light penetration*
Dissolved oxygen	Phycocyanin fluorescence*	
pH	Dissolved organic matter fluorescence*	

* indicates variables measured at lake site only

Table 2. Water-quality parameters analyzed by the Wichita Water and Wastewater Laboratory.

Total Parameters	Dissolved Parameters	Biological Parameters
Aluminum	Aluminum	E. Coli (MPN)
Barium	Ammonia-N	Total Coliform (MPN)
Beryllium	Barium	
Calcium	Beryllium	
Chromium	Bromide	
Copper	Calcium	
Iron	Chloride	
Magnesium	Chromium	
Manganese	Copper	
Nickel	Organic Carbon (as C)	
Phosphorus (as P)	Fluoride	
Potassium	Iron	
Silica	Magnesium	
Sodium	Manganese	
Organic Carbon (as C)	Nickel	
Total Suspended Solids	Nitrate-N	
Turbidity	Nitrite/Nitrate	
Vanadium	Nitrite-N	
Zinc	Orthophosphate-P	
Geosmin	Partial Alkalinity	
2-Methylisoborneol	Phosphorus (as P)	
	Potassium	
	Sodium	
	Sulfate	
	Total Alkalinity (as CaCO ₃)	
	Total Dissolved Solids	
	Total Hardness (as CaCO ₃)	
	Geosmin	
	2-Methylisoborneol	
	Zinc	

Table 3. Water-quality parameters analyzed by USGS Laboratories and contract laboratories to USGS.

Total Parameters	Dissolved Parameters	Biological Parameters
Suspended sediment	Nitrogen	Algal identification and enumeration*
Particulate nitrogen	Atrazine by ELISA ⁺	Zooplankton*
Chlorophyll [*]	Geosmin [#]	
Geosmin [*]	2-Methylisoborneol [#]	
2-Methylisoborneol [*]	Microcystin by ELISA [#]	
Microcystin by ELISA [*]		

⁺ indicates parameters measured at the inflow site only

^{*} indicates parameters measured at lake site only

[#] indicates parameters measured only if detected in total samples

Job Hazard Analysis For New Projects

- Check the numbered box(s) for all significant safety concerns this project should address. Significant safety concerns are commonly those that require training, purchase of safety equipment, or specialized preparation to address potentially hazardous conditions.
- Identify any unlisted safety concerns at bottom of the page.
- Provide details on the back of this page.

Proposal Number:

Project Title (Short): Cheney Reservoir Watershed Study

Project Chief or Proposal Author: Ariele Kramer

√	Safety Concerns
1. √	Wading, bridge, boat, or cableway measurements or sampling
2. √	Working on ice covered rivers or lakes
3. √	Measuring or sampling during floods
4.	Well drilling; borehole logging
5.	Electrical hazards in the work area
6.	Construction
7. √	Working in remote areas, communication, office call in procedures
8. √	Ergonomics, carpal tunnel syndrome
9. √	Field Vehicles appropriate for task?- Safety screens, equipment restraints.
10.	All terrain vehicles, snowmobiles
11.	Helicopter or fixed wing aircraft usage

12. ✓	Site access
13. ✓	Hypothermia or heat stroke
14. ✓	Hantavirus, Lyme Disease, Histoplasmosis, Pfiesteria, Others?
15. ✓	Contaminated water with sanitary, biological, or chemical concerns
16. ✓	Immunizations
17.	Laboratory or mobile laboratory. Chemical hygiene plan.
18.	Hazardous waste disposal
19.	Hazardous waste site operations
20.	Confined space
21.	Radioactivity
22.	Respiratory protection
23.	Scuba Diving
24.	Electrofishing

Box no.	For each numbered box checked on the previous page, briefly: A. Describe the safety concern as it relates to this project. B. Describe how this safety concern will be addressed. Include training, safety equipment and other actions that will be required. C. Estimate costs.
1.	Most monitor maintenance and samples will be done on a bridge or intake tower structure. Appropriate traffic control will be utilized while sampling on the bridge. All data collectors will adhere to safety protocols while sampling or doing monitor maintenance at the site. Some monitor maintenance and samples will be done from a boat. Personnel chosen for monitor maintenance and/or boat samples will be those who have completed Motorboat Operator Certification Course. Personnel will be required to fill out a Float Plan prior to leaving the office. Ref: http://www.usgs.gov/usgs-maual/handbook/hb/445-2-h/ch31.html Additional costs to provide and maintain materials for traffic control, water safety supplies, and boat safety supplies.
2.	Samples may be collected during ice covered conditions at the river site only. All appropriate safety protocols will be followed during these times. Additional cost for training.
3.	Monitor maintenance and samples may be conducted during high flow and flood conditions. All appropriate safety protocols will be followed during these times. No additional costs.
7.	The Kansas WSC Safe Return Plan and Policy is in place for all field operations. All field vehicles are equipped with a GPS device. A designated watchperson

	will be assigned to track operations in real-time. All locations are within 1 hour of adequate medical services. Ref: http://www.dkslwr.cr.usgs.gov/safety/SafeReturnPlan2016.pdf Additional costs for cell phones, SPOT trackers, and vehicle GPS tracking service.
8.	Data analysis and report writing will require sitting at a desk and typing for long periods of time. To prevent carpal tunnel syndrome, breaks will be taken from typing and correct sitting posture will be implemented. No extra costs will be incurred. Costs are not applicable as appropriate office furniture is already in place, and staff is trained in ergonomics.
9.	All field vehicles are maintained with current safety equipment and pass annual safety inspections. Ref: http://www.usgs.gov/usgs-maual/handbook/hb/445-2-h/ch16.html Some additional costs for routine vehicle maintenance.
12.	Access to some sites will be by state, city, and county roads and some installations/removals will require a boat. Personnel chosen to install/remove equipment will be those who have completed Motorboat Operator Certification Course. Personnel will be required to fill out a Float Plan prior to leaving the office. Ref: http://www.usgs.gov/usgs-maual/handbook/hb/445-2-h/ch31.html Additional costs for training.
13.	Samples and monitor maintenance will be conducted during summer months, potentially during extreme heat conditions, and during winter months, potentially during extreme cold conditions. During summer months, water will be available to take out in the field and during winter months, all precautions will be taken to prevent contact with cold water and have appropriate personal protective equipment (float coats, neoprene gloves, etc.). Employees receive annual training in heat and cold safety. General guidelines to prevent hypothermia and hyperthermia presented in the National field manual for the collection of water-quality data (U.S. Geological Survey, variously dated), section 9.8.1, will be followed. Additional costs for training and proper clothing.
14.	Sampling and maintenance in the summer may include coming into contact with ticks and mosquitos, poison ivy, spider and various insects. Illnesses resulting from being in wooded areas resulting in mosquito- and tick-borne diseases, poison ivy, spider and insect bites, and exposure to other diseases are a concern. Insect repellent will be made available for all field operations and employees are trained to recognize potential hazards and take precautionary measures. Costs include insect repellent and vaccines.
15.	Field personnel may be exposed to contaminated water or soil with sanitary, biological, and chemical hazards. Personnel will wear gloves and appropriate clothing/PPE to prevent personal contamination. Costs include medical monitoring.
16.	Project personnel will be working in and around water of unknown sanitary quality and may be exposed to waterborne pathogens such as tetanus and hepatitis. All project field personnel will have current immunization against waterborne pathogens such as typhoid, tetanus, hepatitis, and polio. Costs include immunizations and medical monitoring.

**Discussed job hazard analysis (JHA) with District Collateral Duty Safety Officer and/or
copy of JHA given to Collateral Duty Safety Officer Yes _____ No _____**

CDSPC _____ Date _____

Proposal Author__Ariele R. Kramer_____

Section Chief _____Brian P. Kelly_____

District Chief _____

Regional Safety Officer ____Scott Lowe _____ Date _____

Cheney Reservoir and NF Ninescah 2021-22 Budget

Annotation	Task	FY 21 Cost	FY 22 Cost	Cost Detail
1. Continuous water-quality monitoring at North Fork Ninescah River above Cheney Reservoir site allows quantification of inflows reaching Cheney Reservoir. Discrete sampling required by USGS for sensor maintenance and calibration and to develop surrogate relations.	1. Continued operation of real-time water-quality monitor at the North Fork Ninescah River above Cheney Reservoir site.			
	O&M NF Ninescah River T, SC, pH, DO, and TBY.	\$ 34,600.00	\$ 35,700.00	Standard O&M includes equipment maintenance, standards & record working
	Quality assurance, collection and analysis of discrete water-quality samples at the NF Ninescah River above Cheney Reservoir site (8 samples/year 2 QA/QC).	\$ 39,900.00	\$ 41,100.00	Analyses include strazine, suspended-sediment, nutrients, cations, and trace metals at the North Fork Ninescah River above Cheney Reservoir site.
	Annual verification of rtwq models to verify model performance and make appropriate updates.	\$ 5,000.00	\$ 5,200.00	Salary cost to update and maintain water-quality surrogate models.
	Subtotal for 1.	\$ 79,500.00	\$ 82,000.00	
2. Continuous water-quality monitoring at the Cheney Reservoir site allows quantification of water-quality conditions in Cheney Reservoir. Provides real-time information for water intake and water treatment decisions. Discrete sampling required by USGS for sensor maintenance and calibration and to develop surrogate relations.	2. Continued operation of real-time water-quality monitor at the Cheney Reservoir site.			
	O&M Cheney Reservoir site T, SC, pH, DO, TBY, Total Algae, and PAR.	\$ 40,600.00	\$ 41,900.00	Standard O&M includes equipment maintenance, standards & record working
	O&M Cheney Reservoir site fDOM sensor for future TOC modelling capabilities (model published by 2023, dependent on sufficient sample size)	\$ 6,900.00	\$ 4,200.00	
	Quality assurance, collection and analysis of discrete water-quality samples at the Cheney Reservoir site (8 samples/year plus 2 QA/QC).	\$ 52,000.00	\$ 53,600.00	Analyses include microcystin EUSA, suspended-sediment, chlorophyll, nutrients, carbon, cations, trace metals, phytoplankton, zooplankton, geosmin and MIB at the Cheney Reservoir site.
	Annual verification of rtwq models to verify model performance and make appropriate updates.	\$ 6,500.00	\$ 6,700.00	Salary cost to update and maintain water-quality surrogate models.
	Subtotal for 2.	\$ 106,000.00	\$ 106,400.00	
4. Cooperative funding requirements/intent for scientific studies, USGS CWP matching funds for reports.	4. Project Management, products, and deliverables			
	Project Management and Communications including updates on project and data collection to City of Wichita.	\$ 9,000.00	\$ 9,300.00	
	Author prepared Open File Report that updates and publishes real-time models for North Fork Ninescah River above Cheney Reservoir (07144780) and Cheney Reservoir (07144790), draft due to City of Wichita March 31, 2022.	\$ 25,500.00	\$ 22,500.00	Cooperative USGS match proportion(s) of salary to quality assure, analyze and interpret data for scientific report writing.
	Develop and publish TOC model using fDOM and TBY as surrogate for operational use in FY23, dependent on sufficient sample size.			Salary cost to update and maintain water-quality surrogate model in FY23.
	Subtotal for 4.	\$ 34,500.00	\$ 31,800.00	
Totals		\$ 220,000.00	\$ 220,200.00	\$ 440,200.00
City of Wichita		\$ 136,400.00	\$ 136,524.00	\$ 272,924.00
USGS CWP Funds		\$ 83,600.00	\$ 83,676.00	\$ 167,276.00
		USGS MATCH %	38%	38%



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Kansas Water Science Center
1217 Biltmore Drive
Lawrence, KS 66049

October 26, 2020

Mr. Shawn Maloney
City of Wichita
11511 N 119th West
Sedgwick, KS 67135

Dear Mr. Maloney:

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) Kansas Water Science Center Water Resources Investigations, during the period October 1, 2020 through September 30, 2022 in the amount of \$81,740 from your agency. U.S. Geological Survey contributions for this agreement are \$40,260 for a combined total of \$122,000. Please sign and return one fully-executed original to Kathryn Toyne at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement as soon as possible. If, for any reason, the agreement cannot be signed and returned, please contact Colin Painter by phone number (785) 832-3582 or email cpainter@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Kathryn Toyne at phone number (785) 832-3560 or email at kattoyne@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Andrew C. Ziegler
Director, KS WSC

Enclosure
21SEJFA03 (2)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001375
Agreement #: 21SEJFA03
Project #: SE00GU8
TIN #: 48-6000653

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2020, by the U.S. GEOLOGICAL SURVEY, Kansas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Wichita party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$40,260 by the party of the first part during the period
October 1, 2020 to September 30, 2022
- (b) \$81,740 by the party of the second part during the period
October 1, 2020 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000001375
Agreement #: 21SEJFA03
Project #: SE00GU8
TIN #: 48-6000653

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Colin Painter
Supervisory Hydrologist
Address: 1217 Biltmore Drive
Lawrence, KS 66049
Telephone: (785) 832-3582
Fax: (785) 832-3500
Email: cpainter@usgs.gov

Customer Technical Point of Contact

Name: Shawn Maloney
Address: 11511 N 119th West
Sedgwick, KS 67135
Telephone: (316) 269-4732
Fax:
Email: SMaloney@wichita.gov

USGS Billing Point of Contact

Name: Kathryn Toyne
Budget Analyst
Address: 1217 Biltmore Drive
Lawrence, KS 66049
Telephone: (785) 832-3560
Fax: (785) 832-3500
Email: kattoyne@usgs.gov

Customer Billing Point of Contact

Name:
Address:
Telephone:
Fax:
Email:

U.S. Geological Survey
United States
Department of Interior

City of Wichita

Signature

Signatures

By _____ Date: 10/26/2020
Name: Andrew C. Ziegler
Title: Director, KS WSC

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001375
Agreement #: 21SEJFA03
Project #: SE00GU8
TIN #: 48-6000653

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2020, by the U.S. GEOLOGICAL SURVEY, Kansas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Wichita party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$40,260 by the party of the first part during the period
October 1, 2020 to September 30, 2022
- (b) \$81,740 by the party of the second part during the period
October 1, 2020 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000001375
Agreement #: 21SEJFA03
Project #: SE00GU8
TIN #: 48-6000653

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Colin Painter
Supervisory Hydrologist
Address: 1217 Biltmore Drive
Lawrence, KS 66049
Telephone: (785) 832-3582
Fax: (785) 832-3500
Email: cpainter@usgs.gov

Customer Technical Point of Contact

Name: Shawn Maloney
Address: 11511 N 119th West
Sedgwick, KS 67135
Telephone: (316) 269-4732
Fax:
Email: SMaloney@wichita.gov

USGS Billing Point of Contact

Name: Kathryn Toyne
Budget Analyst
Address: 1217 Biltmore Drive
Lawrence, KS 66049
Telephone: (785) 832-3560
Fax: (785) 832-3500
Email: kattoyne@usgs.gov

Customer Billing Point of Contact

Name:
Address:
Telephone:
Fax:
Email:

U.S. Geological Survey
United States
Department of Interior

City of Wichita

Signature

Signatures

By _____ Date: 10/26/2020
Name: Andrew C. Ziegler
Title: Director, KS WSC

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Streamgaging Operation and Maintenance Costs, FY21-22

Station Number – Station Name	Station Type	FY20	FY21	FY22	
07144470 - COWSKIN C AT 29TH ST NORTH OF WICHITA, KS	Continuous Stage	\$5,100	\$5,100	\$5,100	
07144480 - COWSKIN C AT 119TH ST AT WICHITA, KS	Precipitation	\$3,000	\$3,000	\$3,000	
07144486 - CALFSKIN C AT 119TH ST, WICHITA, KS	Continuous Discharge	\$13,200	\$13,200	\$13,200	
07144490 - COWSKIN C AT KELLOGG ST, WICHITA, KS	Continuous Discharge	\$13,200	\$13,200	\$13,200	
07144550 - ARKANSAS R AT DERBY, KS	Continuous Stage	\$8,200	\$8,200	\$8,200	
07144780 - NF NINNESCAH R AB CHENEY RE, KS	Continuous Discharge	\$13,200	\$13,200	\$13,200	
07144790 - CHENEY RE NR CHENEY, KS	Continuous Stage	\$5,100	\$5,100	\$5,100	FY21-22 Total:
	Total	\$61,000	\$61,000	\$61,000	\$122,000
	Wichita	\$40,870	\$40,870	\$40,870	\$81,740
	USGS	\$20,130	\$20,130	\$20,130	\$40,260

City of Wichita
City Council Meeting
December 1, 2020

TO: Mayor and City Council

SUBJECT: Design Services Agreement for Sanitary Sewer Main Improvements to Serve Schulte-Johnson 2nd Addition (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the design agreement.

Background: On November 5, 2019, the City Council approved funding projects to construct new water and sewer main extensions to currently unserved areas. The projects will primarily serve new development as needed as the City grows. Proposed projects are requested by developers and evaluated by staff to ensure the projects are in the best interest of the utilities and the City of Wichita. This funding will be allocated on a first-come, first-served basis.

As part of the 2020 funding, a design agreement has been prepared for sewer improvements to serve Schulte-Johnson 2nd Addition, located along Maize Road, north of K-42.

Analysis: The proposed design agreement between the City and Baughman Company, P.A. provides for design of the improvements. In accordance with Administrative Regulation 1.10, Baughman Company P.A., is an engineering consultant upon whom the City and developer mutually agree for this work, and as this firm provided the preliminary engineering services for the platting of the subdivision, can expedite the plan preparation.

Financial Considerations: The design fee for the improvements is \$113,800. Funding is available with the existing 2020 Water and Sewer Mains for Future Development budget, approved by the City Council on November 5, 2019, which is funded by Water and Sewer Utility cash reserves.

Legal Considerations: The design agreement has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the design agreement and authorize the necessary signatures.

Attachment: Design agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

SANITARY SEWER EXTENSION FROM TYLER PUMP STATION
TO THE SCHULTE-JOHNSON 2nd ADDITION

THIS AGREEMENT, made this _____ day of _____, 2020, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

SANITARY SEWER EXTENSION from Tyler Pump Station to the Schulte-Johnson 2nd Addition (Project No. S0000-53200120_468-2020-032548_620300).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing a sewer extension from the Tyler Pump Station to the Schulte-Johnson Addition, and to perform the PROJECT tasks outlined in the SCOPE OF SERVICES (Exhibit "A").

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in Exhibit "A".
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with **Exhibit "A"**; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation - Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the not to exceed fee amount specified below:

Project No. 468 2020 032548 (S0000) \$113,800

Payments will be reviewed by the CITY upon presentment, and the undisputed sums will be paid according to the CITY's regular accounting procedures, with payment typically made within 30 days of approval.

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

THE CITY OF WICHITA

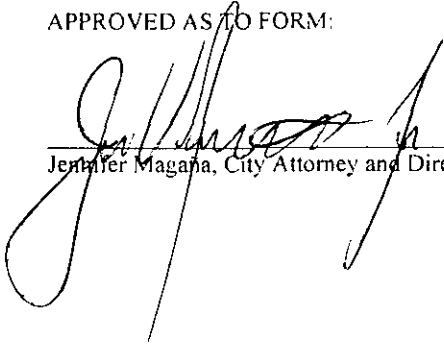
Brandon J. Whipple, Mayor

SEAL:

ATTEST:


Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magana, City Attorney and Director of Law

BAUGHMAN COMPANY, P.A.



(Name & Title) *Brent Wooten, President*

SCOPE OF SERVICES

Sanitary Sewer Extension Schulte-Johnson 2nd Addition Wichita, Kansas

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment "A".

In connection with the services to be provided, the ENGINEER shall:

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the project limits prior to the ENGINEER conducting the field survey for the project. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per Attachment "A".
3. Soils and Testing Investigation. The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of the Testing Laboratory's work.
4. Review Preliminary Sanitary Sewer and Siphon Route Design Concepts. Submit preliminary design concepts for the routing of the sanitary sewer main and the siphon creek crossing for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self-explanatory and readily understood.
6. Plans & Specifications. Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the City of Wichita. Engineering plans will include incidental drainage where required and permanent traffic signing. Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment "A". The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the setting monuments of new corners for any additional right-of-way and a one-time marking of the right-of-way for utility relocations. The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.

8. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations. ENGINEER shall include a conflict list for each utility. ENGINEER shall meet with utility company representatives to review plans and utility verifications. ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).
9. When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility companies and the project contractor to resolve any conflicts with utilities that occur during construction.
8. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's.
9. Shop Drawings. All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
10. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, as necessary.
11. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
12. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit including any necessary fees.
14. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

Preliminary Plans and an estimate for the project due by November 23, 2020.

Completion of all work required by this agreement including submittal of final approved plans, field notes, and related project documents due by February 22, 2021.

Project Name

Utility Location Verification for ULCC Sub-Committee (Date)

Field Check: ☐ Office Check: ☐

UTILITY: _____ Checked by _____ on _____

Utility Location:

- ☐ None in Project Limits ☐ In Project Limits, No Relocation Necessary
☐ Utility will need to relocate ☐ Utility is located in Private Easement
☐ Private Easement Documentation Attached
☐ Utility will need to relocate and is interested in proposed ROW (If applicable)

Briefly Describe Type and Location of Facilities within Project:

Estimate Time for Relocation: ☐ < 3 months ☐ 3-6 months ☐ 6-9 months ☐ > 9 months

Weather Sensitive: ☐ Yes ☐ No If yes, please explain: _____

Factors prerequisite to or that could affect relocation process (i.e. Regulatory Requirements):

Utility Plan Review:

☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Utility Requests Paper Plans (choose one): ☐ Full Size ☐ Half Size ☐ Cross-Sections (Full Size)

Please email this form on or before Date to:

Project Engineer Consultant
Company
E-mail

Leslie Hicks
City of Wichita
lhicks@wichita.gov

Individual Project Name (i.e., Amidon, 21st to 29th Street North)

278

KGS
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Black Hills
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
AT&T
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Cox
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Water
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Sewer
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Stormwater	
Location in Project: (Describe Existing Facilities)	
Relocation Needs:	
Comments:	
Other	
Location in Project: (Describe Existing Facilities)	
Relocation Needs:	
Comments:	

EXHIBIT "B"

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry.
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission".
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency.
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency.
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation.
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase.
 - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or

suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State.

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit C
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability:** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption.

City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance:** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act, and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin, ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the City cumulatively total \$5,000 or less during the City's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

EXHIBIT D
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.



**Public Works
& Utilities**
CITY OF WICHITA

October 27, 2020

Mr. Brent Wooten, P.E.
Baughman Company, P.A.
315 Ellis
Wichita, KS 67211

RE: Agreement for SS Extension Schulte-Johnson 2nd Addition

Dear Mr. Wooten:

Attached is the Agreement for designing improvements to the above-referenced project. *Please return a signed color .pdf copy to mstrayer@wichita.gov*. Upon approval of the contract, a fully executed copy will be forwarded to you.

In accordance with section II. K. of the attached contract, please advise the City in writing of your firm's designated Project Manager.

The ENGINEER shall notify the City Archaeologist, at 978-3195 prior to beginning work on this project. If you have questions or need further information, call Shawn Mellies at (316) 268-4632.

Sincerely,

Gary Janzen, P.E.
City Engineer

Enclosures

/mjs

Visit Wichita

Monthly Financial Report

Sep-20

<u>Revenues</u>		
	Actuals	Actuals
	<u>Month</u>	<u>Year to Date</u>
<u>City Funds:</u>		
Transit Guest Tax	-	1,648,136
City Matching Funds	-	-
Contingency	3,000	10,529
TOTAL REVENUES	3,000	1,658,665
<u>Expenditures</u>		
	Actuals	Actuals
	<u>Month</u>	<u>Year to Date</u>
<u>Salaries and Benefits</u>	59,100	686,501
<u>Office Expenses</u>		
Rent	16,748	134,760
Utilities	-	-
Computer/Technology	2,305	30,210
Office Supplies	360	5,673
Other	2,842	28,527
TOTAL OFFICE EXPENSES	22,255	199,170
<u>Professional Dev, Meetings</u>	20	7,373
<u>Printing and Photocopying</u>	880	7,611
<u>Professional Fees</u>	3,462	38,742
<u>Other</u>		
Dues, Subscriptions, Tickets	1,589	17,469
Research	-	19,864
Retention Efforts	-	-
Marketing and Program Efforts	13,292	162,124
Program Support	3,000	10,529
Diversification	-	-
All Other Expenses	988	6,225
TOTAL OTHER	18,869	216,211
Total Expenditures	104,586	1,155,608
Revenues Over (Under) Expenditures	(101,586)	503,057

Submitted By: *Jessie Lano*

Date: *10/28/2020*

Visit Wichita Marketing Monthly Financial Report

<u>Expenditures</u>		
	Actuals <u>Month</u>	Actuals <u>Year to Date</u>
<u>Salaries and Benefits</u>	33,166	465,635
<u>Office Expenses</u>		
Rent	-	-
Utilities	-	-
Computer/Technology	206	8,802
Office Supplies	-	640
Other	1,090	9,754
TOTAL OFFICE EXPENSES	1,296	19,196
<u>Professional Dev, Meetings</u>	20	1,297
<u>Printing and Photocopying</u>	-	-
<u>Professional Fees</u>	-	-
<u>Other</u>		
Dues, Subscriptions, Tickets	1,369	5,412
Research	-	19,864
Retention Efforts	-	-
Marketing and Program Efforts	13,292	161,785
Program Support	3,000	10,529
Diversification	-	-
All Other Expenses	57	441
TOTAL OTHER	17,718	198,031
Total Expenditures	52,200	684,159

Visit Wichita Operations Monthly Financial Report

<u>Expenditures</u>	Actuals	Actuals
	<u>Month</u>	<u>Year to Date</u>
<u>Salaries and Benefits</u>	25,934	220,866
<u>Office Expenses</u>		
Rent	16,748	134,760
Utilities	-	-
Computer/Technology	2,099	21,408
Office Supplies	360	5,033
Other	1,752	18,773
TOTAL OFFICE EXPENSES	20,959	179,974
<u>Professional Dev, Meetings</u>	-	6,076
<u>Printing and Photocopying</u>	880	7,611
<u>Professional Fees</u>	3,462	38,742
<u>Other</u>		
Dues, Subscriptions, Tickets	220	12,057
Research	-	-
Retention Efforts	-	-
Marketing and Program Efforts	-	339
Program Support	-	-
Diversification	-	-
All Other Expenses	931	5,784
TOTAL OTHER	1,151	18,180
Total Expenditures	52,386	471,449



**3rd QUARTER
PERFORMANCE REPORT**

September 30, 2020

Visit Wichita
2020 Goals, Performance Indicators, and Activities Dashboard
3rd Quarter Performance Report

Goals:						
		2020 YTD	2019 YTD	2020 vs. 2019	2020 Goal	% of Goal
	1. Drive Economic Impact:					
	a. Future Group Bookings ¹	\$ 7,380,253	\$ 9,095,556	\$ (1,715,303)	\$ 13,630,600	54.1%
	b. Future Group Booking Repeated/Service ¹	\$ 2,759,120	\$15,202,423	\$(12,443,303)	\$ 37,663,484	7.3%
	c. Incremental Leisure Visitors ^{2,3}	na	na	na	\$ 90,000,000	na
	2. Financial Stewardship:					
	a. Return on Total Operating Costs ⁴	na	na	na	\$ 23.29	na
	b. Return on TBID Group Incremental RNS ²	na	na	na	\$ 8.08	na
	c. Return on TBID Leisure Marketing ²	na	na	na	\$ 62.00	na
Performance Indicators:						
		2020 YTD	2019 YTD	2020 vs. 2019	Original 2020 Estimate	Progress to Estimate
Revenue	City-wide Transient Guest Tax Revenue	\$ 3,847,736	\$ 5,866,119	\$ (2,018,383)	\$ 8,013,400	48.0%
	Tourism Business Improvement District (TBID) Revenue received by Visit Wichita	\$ 1,540,746	\$ 2,557,024	\$ (1,016,278)	\$ 3,300,000	46.7%
Future Group Bookings	Future Group Bookings - #	39	75	(36)	79	49.4%
	Future Group Bookings Room Nights ⁵	20,575	25,357	(4,782)	38,000	54.1%
	Future Group Repeated/Service - #	74	287	(213)	455	16.3%
	Future Group Repeated/Service Room Nights	7,692	42,382	(34,690)	105,000	7.3%
Activities:						
		2020 YTD	2019 YTD	2020 vs. 2019	Original 2020 Estimate	
Future Group Activities	Sales Leads Sent to Hotels	91	128	(37)	154	
	Lost Sales Leads <i>(Includes 23 lost due to COVID-19)</i>	59	52	7	85	
	Lost Room Nights <i>(Includes 13,100 lost to COVID-19)</i>	41,041	37,132	3,909	87,533	
Cancelled Events	2020 Cancelled Events due to COVID-19	241				
	2020 Cancelled Room Nights due to COVID-19	69,426				
	Economic Impact of Cancelled Events ¹	\$24,903,106				
Conventions Held	Groups Hosted - #	129	419	(290)		
	Groups Hosted - Rm nights	60,041	126,809	(66,768)		
	Economic Impact of Hosted Groups ¹	\$21,536,707	\$45,486,388	\$(23,949,682)		
Partnership	Number of Partners ⁶	467	465	2	465	
	Partner Retention ⁶	98.07%	90.76%	7.31%	90.00%	

¹ Economic Impact formula based on DMAI convention spending data survey (Room nights booked x average guest per rooms x estimated direct spending per guest)

² Goal approved by City Council in April 2019 with the 2020 TBID Scope of Services

³ Based on annual research done by Strategic Marketing & Research Insights, LLC

⁴ Economic Impact divided by Visit Wichita total TGT and TBID expenses

⁵ Does not include adjustments for cancellations due to COVID-19

⁶ There have been no ratifications and cancellations of partners since March 2020 due to COVID-19.

Visit Wichita
Performance Indicators
September 30, 2020

TGT Revenue						
	1st Qtr.	2nd Qtr.	3rd. Qtr.	4th. Qtr.	YTD	Annual
2020	1,818,550	879,902	1,149,283		3,847,736	3,847,736
2019	1,509,225	2,182,679	2,174,216	2,110,253	5,866,119	7,976,372
2018	1,546,875	2,017,532	2,047,106	1,902,299	5,611,512	7,513,811
2017	1,441,849	1,833,766	1,914,625	1,799,281	5,190,240	6,989,521
2016	1,629,995	1,926,304	1,834,196	1,874,934	5,390,495	7,265,429
2015	1,350,506	1,942,504	2,061,844	1,787,903	5,354,854	7,142,758
2014	1,444,867	1,728,894	1,713,784	1,900,185	4,887,545	6,787,730
2013	1,121,466	1,637,918	1,861,108	1,886,353	4,620,492	6,506,845
2012	1,278,920	1,606,547	1,576,045	1,720,168	4,461,512	6,181,680
2011	1,327,630	1,672,543	1,643,290	1,638,333	4,643,463	6,281,796
YOY Change	20.5%	-59.7%	-47.1%		-34.4%	

Transient Guest Tax is shown as reported by the KS Dept of Revenue. There is a two month lag between tax collection and KDOR reporting. Transient Guest Tax is collected by hotels at time of stay, paid to the state the following month, and reported by the KDOR the next month.

TBID Revenue						
	1st Qtr.	2nd Qtr.	3rd. Qtr.	4th. Qtr.	YTD	Annual
2020	767,749	435,661	337,336		1,540,746	1,540,746
2019	593,975	724,210	960,110	822,996	2,278,295	3,101,291
2018	723,962	834,072	839,687	805,967	2,397,720	3,203,687
2017	658,098	641,645	833,777	743,212	2,133,521	2,876,733
2016	678,306	702,353	756,380	816,968	2,137,039	2,954,008
2015	140,948	757,911	847,027	729,058	1,745,887	2,474,945
2014	-	-	-	-	-	-
2013	-	-	-	-	-	-
2012	-	-	-	-	-	-
2011	-	-	-	-	-	-
YOY Change	29.3%	-39.8%	-64.9%		-32.4%	

TBID Revenue is shown as collected by Visit Wichita. There is a two month lag between collection and receipt by Visit Wichita. TBID fees are collected by hotels at time of stay, paid to the City the following month, and received by Visit Wichita the next month.

City of Wichita
City Council Meeting
December 1, 2020

TO: Mayor and City Council

SUBJECT: Amendment to Community Housing Development Organization Funding Agreements with Jakub's Ladder, Inc. (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the contract amendments providing for additional HOME Investment Partnerships Program funding for the projects and extension of the dates for completion, and authorize the necessary signatures.

Background: On August 8, 2017, the City Council approved a HOME Investment Partnerships Program (HOME) Community Housing Development Organization (CHDO) set-aside funding contract with Jakub's Ladder, Inc., (Jakub's Ladder) in the amount of \$56,298, to support development of a single-family home. The City Council also approved a CHDO set-aside funding contract with Jakub's Ladder on June 11, 2019, in the amount of \$67,882, for development of a single-family home.

Analysis: Jakub's Ladder encountered difficulty in identifying a qualifying site for the 2017 project. However, in early 2020, the organization secured a site at 12th Street North and Minnesota that would accommodate construction of two single-family homes, utilizing the approved HOME funding. Construction is nearing completion for the home at 1253 N. Minnesota, and was recently initiated for the home at 1255 N. Minnesota. Jakub's Ladder has requested additional funding, in the total amount of \$17,268, to cover additional expenses incurred and anticipated to be incurred for the projects. Materials costs have increased since the funding allocations were originally approved, particularly for lumber, oriented strand board, and costs related to electrical code requirements. In addition, in order to expedite acquisition and start of construction, the required environmental review for the projects was outsourced, resulting in an additional cost. Additional funding in the amount of \$12,914.24 is requested for the 2017 project, which is located at 1253 N. Minnesota, and additional funding in the amount of \$4,714.24 is requested for the 2019 project, which is located at 1255 N. Minnesota. Jakub's Ladder has also requested an extension of time in order to complete site improvements and to submit final expenses for both projects, through June 30, 2021, for the home under construction at 1253 N. Minnesota, and through December 31, 2021 for the home under construction at 1255 N. Minnesota.

The project is consistent with the City's Comprehensive Housing Policy, specifically, the components related to affordability, availability, and neighborhood stability. The project is also in accordance with the departmental goal to increase the supply of housing in order to maintain affordability for residents earning 80 percent or less of the area median income. The area median income is currently \$72,625 for a family of four.

Financial Considerations: There is no impact to the General Fund. The combined total cost for the projects is estimated to be \$335,336. HOME funding is provided in the form of a zero-interest, forgivable development subsidy loan.

Legal Considerations: The Law Department has reviewed and approved the amendments to the funding agreements as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract amendments providing for additional HOME Investment Partnerships Program funding for the projects and extension of the dates for completion, and authorize the necessary signatures.

Attachments: First Amendments to Funding Agreements.

FIRST AMENDMENT TO FUNDING AGREEMENT

Between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

A

PARTICIPATING JURISDICTION

And

Jakub's Ladder, Inc.

A Community Housing Development Organization

HOME Investment Partnerships Program

2019 CHDO Set-Aside Funding

City of Wichita
Housing and Community Services Department
455 N. Main, 10th Floor
Wichita, KS 67203
Phone (316) 462-3700
Fax (316) 462-3719

This contract amendment is entered into and dated to be effective December 1, 2020, between the City of Wichita (hereinafter referred to as "the City") and Jakub's Ladder, Inc. (Jakub's Ladder, a Community Housing Development Organization hereinafter referred to individually as the "Developer").

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated March 2, 2020, and dated to be effective March 20, 2020, in the amount of \$67,882, in which the Developer agreed to undertake an affordable housing program involving the acquisition of property and construction of a single-family home.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to be effective March 20, 2020, now modified by this first amendment, entered into December 1, 2020, hereby agree, covenant, and contract with each other that, effective December 1, 2020, the terms of the agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below and changes to the original Exhibit B, Exhibit C, and Exhibit D, which are indicated in the said exhibits hereto.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by **December 31, 2021**, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$72,596 as referenced in Exhibit B. Contract payments above \$72,596 are contingent upon the sale of

completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

Jakub's Ladder, Inc. (Jakub's Ladder)

Signature

Title of Jakub's Ladder Officer Date

CITY OF WICHITA

By _____
Brandon J. Whipple, Mayor Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Jennifer K. Magana *11/17/2020*

for Jennifer Magana, Date
City Attorney and Director of Law

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Jakub's Ladder, Inc., hereinafter referred to as the "City" and "Developer" (or Jakub's Ladder), that execution of this contract obligates the Developer to the following performance requirements.

In return for the \$72,596 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

1255 N. Minnesota, PIN 30013756:

A single-family home is to be constructed on each site described. The single-family home(s) must be sold to (an) income-eligible owner-occupant buyer(s). If any of the single-family homes are not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home(s) must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit "B".

Homebuyer Assistance Funding Commitment: Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The City hereby commits funding for said down payment and closing costs assistance loans for buyers of the homes to be constructed under this agreement, in the maximum amount of \$21,110 per housing unit, or a total of \$21,110, in addition to applicable and eligible homebuyer training costs and in addition to the development subsidy funding provided under this agreement.

The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Maximum sales prices of homes to be constructed/developed under this agreement shall be as follows:

Single-Story or Two-Story, Two Bedroom, One Bath, Two-Car Garage, Full Unfinished Basement: \$85,700

Single-Story or Two-Story, Two Bedroom, One Bath, Two-Car Garage, Full Basement with One Bath, One Bedroom Finished in Basement: \$90,450

Single-Story or Two Story, Two-Bedroom, One Bath, Two-Car Garage, Two Bedrooms, One Bath Finished In Basement: \$92,200

Single-Story or Two-Story, Two-Bedroom, One Bath or One $\frac{3}{4}$ Bath, Two Car Garage, Full Unfinished Basement: \$95,550

Two-Story, Three-Bedroom, Two Upstairs, One on Main Floor, Two Total Bedrooms, Two-Car Garage: \$95,550

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

- A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of Energy Star. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

- B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

- A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

- B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.
- C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.
- D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.
- E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The Jakub's Ladder Chief Executive Officer will supervise operations and administration on a day-to-day basis.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be \$72,596 in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.
- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$72,596 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

\$ 72,596

TOTAL

\$ 72,596

- C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.
1. The City and Jakub's Ladder also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.

2. Jakub's Ladder will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.
3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within nine months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the "Developer" shall become the "Owner", and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.
2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per current HUD guidelines:

2 Bedroom: \$821- \$182 (Utility Allowance) = \$639.00

3 Bedroom: \$948 - \$221 (Utility Allowance) = \$727.00

4 Bedroom: \$1057 - \$260 (Utility Allowance) = \$797.00

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall be approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

- C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.
- D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.
- E. The Owner shall maintain project/tenant records for a period of no less than five years.

- F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.
- G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.
- H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

- J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.
- K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.
- L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that

must be included in the Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period
3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.
4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.
5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.
6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.
8. The Owner will provide, for the year ending June 30 of each year, beginning **July 31, 2019**, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

- A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
- B. **The Developer will provide, for the year ending July 31 of each year, beginning July 31, 2021, an annual report of the HOME funded portion of the program.** It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall

also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 31** of each applicable year.

- C. Additionally, a narrative or other description of progress may be provided.
- D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

- A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.
- B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.
- C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.
- D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.
- E. Provide evidence that ownership interest in the property vests in Jakub's Ladder (Copy of Deed, and/or Title Insurance Binder/Policy)

- F. The Developer will obtain any and all permits required by the City prior to undertaking construction.
- G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.
- H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.
- I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.
- J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with the City of Wichita Office of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the City of Wichita Office of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.
- K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

- L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

- A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:
 - 1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
 - 2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.
 - 3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.
 - 4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
 - 5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.
- B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

- C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.
- D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.
- E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.
- F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.
- G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

\$72,596.00

TOTAL \$72,596.00

Exhibit D**DEVELOPMENT BUDGET****Per Unit Cost (Prepare for One Unit)**

(A) Site Acquisition Cost	3,500.00
(B) Plus: Construction (Hard) Costs Including Demolition	130,590.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	7,124.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter “0.00” if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	4,000.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	145,214.00
(G) Plus: Developer Fee	14,050.00
(H) Total Per-Unit Cost (F + G)	159,264.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	86,668.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	0.00
Project Subsidy Required, per unit (H – I – J)	72,596.00

Number of Units to be Developed 1

Total Amount of Funding Requested (Number of Units to be Developed X Project Subsidy Required Per Unit) \$72,596

Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

Sources	Amount	Uses	Amount
Construction Financing	75,000.00	Acquisition Costs	3,500.00
		Project “Soft” Costs	7,124.00
HOME (Gap) Financing	72,596.00	Construction Costs	130,590.00
Repayment of Subsidy Loans	11,668.00	Site Improvements	4,000.00
		Developer Fee	14,050.00
TOTAL	159,264.00	TOTAL	159,264.00

FIRST AMENDMENT TO FUNDING AGREEMENT

Between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

A
PARTICIPATING JURISDICTION
And

Jakub's Ladder, Inc.

A Community Housing Development Organization

HOME Investment Partnerships Program

2017 CHDO Set-Aside Funding

City of Wichita
Housing and Community Services Department
455 N. Main, 10th Floor
Wichita, KS 67203
Phone (316) 462-3700
Fax (316) 462-3719

This contract amendment is entered into and dated to be effective December 1, 2020, between the City of Wichita (hereinafter referred to as "the City") and Jakub's Ladder, Inc. (Jakub's Ladder, a Community Housing Development Organization hereinafter referred to individually as the "Developer").

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated June 17, 2019, and dated to be effective, September 17, 2019, in the amount of \$58,862, in which the Developer agreed to undertake an affordable housing program involving the acquisition of property and construction of a single-family home.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to be effective September 17, 2019, now modified by this first amendment, entered into December 1, 2020, hereby agree, covenant, and contract with each other that, effective December 1, 2020, the terms of the agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below and changes to the original Exhibit B, Exhibit C, and Exhibit D, which are indicated in the said exhibits hereto.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by **June 30, 2021**, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$71,776 as referenced in Exhibit B. Contract payments above \$71,776 are contingent upon the sale of

completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

Jakub's Ladder, Inc. (Jakub's Ladder)

Signature

Title of Jakub's Ladder Officer Date

CITY OF WICHITA

By _____
Brandon J. Whipple, Mayor Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Jennifer K. Magana 11/17/2020

for Jennifer Magana, Date
City Attorney and Director of Law

**PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES**

It is mutually agreed and understood by the City of Wichita and Jakub's Ladder, Inc. hereinafter referred to as the "City" and "Developer" (or Jakub's Ladder), that execution of this contract obligates the Developer to the following performance requirements.

In return for the \$71,776 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

1253 N. Minnesota, PIN 136185:

A single-family home is to be constructed on each site described. The single-family home(s) must be sold to (an) income-eligible owner-occupant buyer(s). If any of the single-family homes are not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home(s) must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit "B".

Homebuyer Assistance Funding Commitment: Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The City hereby commits funding for said down payment and closing costs assistance loans for buyers of the homes to be constructed under this agreement, in the maximum amount of \$21,110 per housing unit, or a total of \$21,110, in addition to applicable and eligible homebuyer training costs and in addition to the development subsidy funding provided under this agreement.

The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Maximum sales prices of homes to be constructed/developed under this agreement shall be as follows:

Single-Story or Two-Story, Two Bedroom, One Bath, Two-Car Garage, Full Unfinished Basement: \$85,700

Single-Story or Two-Story, Two Bedroom, One Bath, Two-Car Garage, Full Basement with One Bath, One Bedroom Finished in Basement: \$90,450

Single-Story or Two Story, Two-Bedroom, One Bath, Two-Car Garage, Two Bedrooms, One Bath Finished In Basement: \$92,200

Single-Story or Two-Story, Two-Bedroom, One Bath or One $\frac{3}{4}$ Bath, Two Car Garage, Full Unfinished Basement: \$95,550

Two-Story, Three-Bedroom, Two Upstairs, One on Main Floor, Two Total Bedrooms, Two-Car Garage: \$95,550

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

- A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of Energy Star. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

- B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

- A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

- B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.
- C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.
- D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.
- E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The Jakub's Ladder Chief Executive Officer will supervise operations and administration on a day-to-day basis.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be \$71,776 in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.
- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$71,776 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

\$ 71,776

TOTAL

\$ 71,776

- C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.
1. The City and Jakub's Ladder also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.

2. Jakub's Ladder will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.
3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within nine months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the "Developer" shall become the "Owner", and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.
2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per current HUD guidelines:

2 Bedroom: \$821- \$182 (Utility Allowance) = \$639.00

3 Bedroom: \$948 - \$221 (Utility Allowance) = \$727.00

4 Bedroom: \$1057 - \$260 (Utility Allowance) = \$797.00

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall be approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

- C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.
- D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.
- E. The Owner shall maintain project/tenant records for a period of no less than five years.

- F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.
- G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.
- H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

- J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.
- K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.
- L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that

must be included in the Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period
3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.
4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.
5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.
6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.
8. The Owner will provide, for the year ending June 30 of each year, beginning **July 31, 2019**, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

- A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
- B. **The Developer will provide, for the year ending July 31 of each year, beginning July 31, 2021, an annual report of the HOME funded portion of the program.** It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall

also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 31** of each applicable year.

- C. Additionally, a narrative or other description of progress may be provided.
- D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

- A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.
- B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.
- C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.
- D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.
- E. Provide evidence that ownership interest in the property vests in Jakub's Ladder (Copy of Deed, and/or Title Insurance Binder/Policy)

- F. The Developer will obtain any and all permits required by the City prior to undertaking construction.
- G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.
- H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.
- I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.
- J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with the City of Wichita Office of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the City of Wichita Office of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.
- K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

- L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

- A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:
 - 1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
 - 2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.
 - 3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.
 - 4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
 - 5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.
- B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

- C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.
- D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.
- E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.
- F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.
- G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

\$71,776.00

TOTAL

\$71,776.00

Exhibit D**DEVELOPMENT BUDGET****Per Unit Cost (Prepare for One Unit)**

(A) Site Acquisition Cost	3,500.00
(B) Plus: Construction (Hard) Costs Including Demolition	130,590.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	7,124.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter “0.00” if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	4,000.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	145,214.00
(G) Plus: Developer Fee	13,230.00
(H) Total Per-Unit Cost (F + G)	158,444.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	86,668.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	0.00
Project Subsidy Required, per unit (H – I – J)	71,776.00

Number of Units to be Developed 1

Total Amount of Funding Requested (Number of Units to be Developed X Project Subsidy Required Per Unit) \$71,776

Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

Sources	Amount	Uses	Amount
Construction Financing	75,000.00	Acquisition Costs	3,500.00
		Project “Soft” Costs	7,124.00
HOME (Gap) Financing	71,776.00	Construction Costs	130,590.00
Repayment of Subsidy Loans	11,668.00	Site Improvements	4,000.00
		Developer Fee	13,230.00
<u>TOTAL</u>	158,444.00	<u>TOTAL</u>	158,444.00

City of Wichita
City Council Meeting
December 1, 2020

TO: Mayor and City Council

SUBJECT: First Reading of the Bond Ordinance to Issue Industrial Revenue Bonds (Douglas and Emporia – D&E QOZB, LLC) (District VI)

INITIATED BY: Office of Economic Development

AGENDA: Consent

Recommendation: Place the bond ordinance on first reading and authorize the necessary signatures.

Background: On December 4, 2018, the City Council approved a development agreement with TGC 125, LLC (Developer) for the redevelopment of the northwest corner of Douglas and Emporia. As part of the agreement, the City Council approved a Letter of Intent to issue Industrial Revenue Bonds (IRBs) in an amount not-to-exceed \$20,000,000 to achieve a sales tax exemption on items purchased for the redevelopment project and an ad-valorem property tax abatement. The Developer agreed to make Payments In Lieu Of Taxes (PILOT) equal to the taxes currently paid on the project site in 2018. The Developer is now requesting the issuance of IRBs in an amount not to exceed \$20,000,000.

Analysis: The project included demolition of the existing buildings and construction of a new four-story, 70,000 square-foot office/retail building along Douglas. The building will have approximately 10,000 square feet of ground floor commercial space, three floors of Class A office space (20,000 square feet each), as well as rooftop amenities. Property north of the building will be redeveloped to provide secure parking for the tenants. The Developer has also purchased a City owned parking lot on the east side of Emporia to provide additional parking for the project. TGC, LLC assigned it rights to D&E QOZB, LLC, which has the same principals.

The property tax abatement will be limited to office and non-retail space within the building. The Developer will continue to pay the value of the 2018 taxes (\$35,112.24), in the form of a PILOT payment, as well as any property taxes for retail space. In order for the Developer to qualify for the second five years of property tax abatement, an additional 25 new jobs must be created within the building at an average wage of \$55,000.

Under State of Kansas statute, a public hearing is required when a tax abatement is requested. That public hearing can be held at the beginning of a project when a Resolution of Intent is requested, or the end of a project when the bonds are being issued.

Under the City's previous Economic Development Policy, the Policy required a public hearing when the issuance of bonds was requested (end of the project), even if a public hearing was held at the beginning of the project, which would satisfy the requirement of a public hearing.

When considering the new Economic Development Guidelines, the City Council directed staff to only hold one public hearing, either at the beginning or the end of the project. In this instance, a public hearing was conducted at the Resolution of Intent stage and, therefore, has satisfied that requirement.

Financial Considerations: The Developer agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative service fee for the term of the bonds.

Based on the latest available mill levy, the estimated tax value of exempted property for the first full year of the project would be \$466,396. This estimate assumes that 80% of the cost of improvements to real property

will be reflected in an increase in property value. The actual increase in valuation, if any, will be determined by the Sedgwick County Appraisers Office in the future as part of its ongoing reappraisal process. The value of the 100% tax exemption as applicable to taxing jurisdictions is:

City	\$ 130,996	State	\$ 6,000
County	\$ 117,504	USD 259	\$ 211,896

The benefit/cost analysis conducted by Wichita State University's Center for Economic Development and Business Research reports the following benefit/cost ratios:

City of Wichita	1.63 to 1
City General Fund	1.57 to 1
Debt Service Fund	1.74 to 1
Sedgwick County	1.30 to 1
USD 259	1.62 to 1
State of Kansas	2.41 to 1

Legal Considerations: Bond documents required for the issuance of the bonds have been prepared by the City's outside bond counsel, Gilmore & Bell, P.C. The City Law Department has approved the final form of the bonds.

Recommendations/Actions: It is recommended that the City Council place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for D&E QOZB, LLC (Douglas and Emporia project) in an amount not to exceed \$20,000,000 and authorize the necessary signatures.

Attachments: Bond Ordinance

ORDINANCE NO. 51-384

**OF THE
CITY OF WICHITA, KANSAS**

**AUTHORIZING THE ISSUANCE OF
NOT EXCEEDING \$20,000,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES IX, 2020
(DOUGLAS AND EMPORIA PROJECT)**

ORDINANCE NO. 51-384

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES IX, 2020 (DOUGLAS AND EMPORIA PROJECT) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS HAS FOUND AND DETERMINED:

A. The City of Wichita, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities.

B. The City Council of the Issuer (the "Governing Body") has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series IX, 2020 (Douglas and Emporia Project) in the aggregate principal amount not exceeding \$20,000,000 (the "Series IX, 2020 Bonds"), for the purpose of paying the costs of the acquisition, construction and equipping of a certain commercial facility (the "Project") as more fully described in the Indenture and in the Lease authorized in this Ordinance.

C. The Issuer entered into a Letter of Intent dated December 14, 2018 with TGC 125, LLC to issue the Series IX, 2020 Bonds and lease the Project to TGC 125, LLC. By Notice of Assignment dated August 9, 2019, TGC 125, LLC assigned all interests in the Project to D&E QOZB, LLC, a Kansas limited liability company (the "Tenant").

D. The Governing Body finds that it is necessary and desirable in connection with the issuance of the Series IX, 2020 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

(i) a Trust Indenture dated as of December 1, 2020 (the "Indenture"), with BOKF, N.A., Kansas City, Missouri, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series IX, 2020 Bonds;

(ii) a Base Lease dated as of December 1, 2020 (the "Base Lease") with the Tenant, under which the Tenant will lease the Project to the Issuer;

(iii) a Lease dated as of December 1, 2020 (the "Lease"), with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and

(iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series IX, 2020 Bonds by the Issuer to the Tenant (the "Purchaser").

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture and the Lease.

Section 2. **Authority to Cause the Project to Be Purchased and Constructed.** The Issuer is authorized to cause the Project to be acquired, constructed and equipped in the manner described in the Indenture and the Lease.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Series IX, 2020 Bonds, to be designated "City of Wichita Kansas Taxable Industrial Revenue Bonds, Series IX, 2020 (Douglas and Emporia Project)" in the aggregate principal amount not exceeding \$20,000,000, for the purpose of providing funds to pay the costs of the Project. The Series IX, 2020 Bonds will be dated and bear interest, will mature and be payable at such times, will be in such forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series IX, 2020 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Lease of the Project. The Series IX, 2020 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. **Authorization of Indenture.** The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series IX, 2020 Bonds on the terms and conditions in the Indenture.

Section 5. **Lease of the Project.** The Issuer will acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Lease in the form approved in this Ordinance.

Section 6. **Authorization of Bond Purchase Agreement.** The Issuer is authorized to sell the Series IX, 2020 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series IX, 2020 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series IX, 2020 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. **Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project and the net rentals generated under the Lease to the payment of the Series IX, 2020 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series IX, 2020 Bonds are paid or deemed to have been paid under the Indenture.

Section 9. **Authority To Correct Errors, Etc.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

Section 10. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series IX, 2020 Bonds and the Bond Documents.

Section 11. **Effective Date.** This Ordinance shall take effect after its final passage by the governing body of the Issuer and publication once in the Issuer's official newspaper.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

PASSED by the governing body of the Issuer on December 8, 2020.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM ONLY.

Jennifer Magaña, Director of Law and
City Attorney

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. 51-384 of the City of Wichita, Kansas duly passed by the Governing Body, signed by the Mayor and published in the official City newspaper on the date stated in this ordinance, and that the signed original of such Ordinance is on file in my office.

[SEAL]

Karen Sublett, City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON DECEMBER 1, 2020**

The governing body of the City of Wichita, Kansas met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented for first reading on the governing body's consent agenda an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES IX, 2020 (DOUGLAS AND EMPORIA PROJECT) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

Thereupon, Councilmember _____ moved that the consent agenda be passed. The motion was seconded by Councilmember _____. The motion that the consent agenda be passed, including passage upon first reading of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

* * * * *

(Other Proceedings)

* * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON DECEMBER 8, 2020**

The governing body of the City of Wichita, Kansas met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented for second reading on the governing body's consent agenda an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES IX, 2020 (DOUGLAS AND EMPORIA PROJECT) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

Thereupon, Councilmember _____ moved that the consent agenda be passed. The motion was seconded by Councilmember _____. The motion that the consent agenda be passed, including final passage of said Ordinance, was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Ordinance was then duly numbered Ordinance No. 51-384, was signed by the Mayor and attested by the Clerk, and the Ordinance was directed to be published one time in the official newspaper of the City.

(Other Proceedings)

* * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Karen Sublett, City Clerk

**City of Wichita
City Council Meeting
December 1, 2020**

TO: Mayor and City Council

SUBJECT: First Reading of the Bond Ordinance to Issue Industrial Revenue Bonds (Textron Aviation) (Districts II, III and IV)

INITIATED BY: Office of Economic Development

AGENDA: Consent

Recommendation: Place the bond ordinance on first reading and authorize the necessary signatures.

Background: On February 13, 2018, the City Council approved a new, five-year, letter of intent (LOI) to issue Industrial Revenue Bonds (IRBs) for Textron Aviation in an amount not to exceed \$434,800,000.

Textron Aviation is now requesting the issuance of IRBs for 2020 with a total amount not to exceed \$61,500,000.

Analysis: Textron Aviation was created in 2014 when Textron Inc. merged Cessna and Beechcraft corporations and is now the world's largest manufacturer of general aviation aircraft. Textron Aviation also manufactures aircraft parts and provides aircraft maintenance and support services. Textron Aviation currently has several major production and support segments in Wichita including the Citation family of business jets, the Caravan family of turboprop aircraft, the Hawker and Beechcraft lines and world-class service and maintenance operations.

Bond proceeds were utilized for improvements to its campuses in Wichita. In addition to authorizing the issuance of the Series 2020 IRBs, the attached bond ordinance also authorizes the release of a portion of property financed by the Series 2016 Bonds in an amount of \$21,482,000, which will be redeemed and paid on December 17, 2020.

Under State of Kansas statute, a public hearing is required when a tax abatement is requested. That public hearing can be held at the beginning of a project when a Resolution of Intent is requested, or the end of a project when the bonds are being issued.

Under the City's previous Economic Development Policy, the Policy required a public hearing when the issuance of bonds was requested (end of the project), even if a public hearing was held at the beginning of the project, which would satisfy the requirement of a public hearing.

When considering the new Economic Development Guidelines, the City Council directed staff to only hold one public hearing, either at the beginning or the end of the project. In this instance, a public hearing was conducted at the Resolution of Intent stage and, therefore, has satisfied that requirement.

Financial Considerations: Textron Aviation agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. Under the City's Economic Development Incentive Policy, the company qualifies for a 100% five-plus-five year tax exemption.

In 2020, Textron Aviation invested \$43,492,520 in machinery and equipment, and \$17,485,200 in real

property improvements. The balance of the issue is for the cost of issuance of the bonds.

Based on the current mill levy, the value of one year of the abated taxes on that investment could be as much as \$293,227. This estimate assumes that 80% of the \$17,485,200 cost of improvements to real property will be reflected in an increase in property value. The actual increase in valuation, if any, will be determined by the Sedgwick County Appraiser's Office in the future as part of its ongoing reappraisal process. The tax abatement would be shared among the taxing entities as follows:

City	NA	State	\$ 5,246
County	\$102,729	USD 259	\$185,252

A benefit/cost analysis was performed by Wichita State University's Center for Economic Development and Business Research based upon the proposed Letter of Intent, with the following ratio of benefits to costs:

City of Wichita	3.26 to 1
City General Fund	1.05 to 1
City Debt Service Fund	N/A
Sedgwick County	1.56 to 1
USD 259	2.29 to 1
USD 261	2.53 to 1
State of Kansas	2.15 to 1

The IRBs will be purchased by Textron Aviation and will not be offered to the public.

The purchase price of \$1,000 and other considerations as listed under the purchase option provision of the Lease Agreement has been paid for conveyance of the 2016 IRB-financed property.

Legal Considerations: The firm of Gilmore & Bell, P.C. serves as bond counsel in the transaction and has prepared bond documents needed for the issuance of bonds. All bond documents have been reviewed and approved by the Law Department.

Recommendations/Actions: It is recommended that the City Council place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds in an amount not to exceed \$61,500,000, release and convey the 2016 bond-financed property and authorize the necessary signatures.

Attachments: Bond Ordinance

(Published in the *Wichita Eagle* on December 11, 2020)

ORDINANCE NO. 51-385

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES XII, 2020 (TEXTRON AVIATION INC.) FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE COST OF ACQUIRING, MODIFYING AND EQUIPPING MANUFACTURING FACILITIES, PURCHASING MACHINERY AND EQUIPMENT AND RELATED CAPITAL INVESTMENTS IN THE WICHITA-AREA AIRCRAFT MANUFACTURING FACILITIES AND OPERATION OF TEXTRON AVIATION INC., AND ITS WHOLLY OWNED SUBSIDIARIES; APPROVING THE EXERCISE OF THE OPTION TO PURCHASE CERTAIN RELATED IMPROVEMENTS AND EQUIPMENT; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Wichita, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, and K.S.A. 10-116a, all as amended (collectively, the "Act"), to acquire, purchase, construct, install and equip certain improvements and additions (as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any persons, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities and to refund such revenue bonds previously issued; and

WHEREAS, the City currently has in place a Letter of Intent from the City to Textron Aviation Inc. ("Textron Aviation") dated February 13, 2018 (the "Letter of Intent") indicating the intent of the City to issue taxable industrial revenue bonds for the benefit of Textron Aviation in an amount not to exceed \$434,800,000, to provide funds to pay the costs of the installation of improvements to certain existing aviation manufacturing and flight testing facilities and the acquisition of certain machinery and equipment for such facilities (the "Project") located in the environs of the City, which are currently leased by the City to Textron Aviation; and

WHEREAS, the Issuer, pursuant to the Letter of Intent, has heretofore issued its Taxable Industrial Revenue Bonds, Series IX, 2018 (Textron Aviation Inc.), in the principal amount of \$91,000,000, for the purposes of paying the costs of acquiring and installing certain improvements constituting the Project; and

WHEREAS, the Issuer, pursuant to the Letter of Intent, has heretofore issued its Taxable Industrial Revenue Bonds, Series VII, 2019 (Textron Aviation Inc.), in the principal amount of \$95,500,000, for the purposes of paying the costs of acquiring and installing certain improvements constituting the Project; and

WHEREAS, the Issuer hereby finds and determines that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas, that the Issuer, pursuant to the Letter of Intent, issue its Taxable Industrial Revenue Bonds, Series XII, 2020 (Textron Aviation Inc.), in the principal amount of \$61,500,000 (the "Series 2020 Bonds"), for the purposes of paying the costs of acquiring and installing certain improvements purchased with the proceeds of the Series 2020 Bonds (the "2020 Improvements"); and

WHEREAS, the Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2020 Bonds, to execute and deliver the following documents (collectively, the "Bond Documents"):

(i) Supplemental Trust Indenture No. 7 dated as of December 1, 2020 (the "Supplemental Indenture No. 7") between the Issuer and the Trustee, supplementing the Master Indenture dated as of December 1, 2016 (the "Master Indenture"), with The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Trustee"), authorizing the issuance of the Series 2020 Bonds;

(ii) Supplemental Lease No. 7 dated as of December 1, 2020 (the "Supplemental Lease No. 7") between the Issuer and Textron Aviation, supplementing and amending the Master Lease dated as of December 1, 2016 (the "Master Lease") with Textron Aviation, under which the Issuer will lease its interest in the 2020 Improvements to Textron Aviation; and

(iii) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2020 Bonds by the Issuer to Textron Aviation, as purchaser; and

WHEREAS, the Series 2020 Bonds are more fully described in Supplemental Indenture No. 7; and

WHEREAS, the Series 2020 Bonds and the interest thereon shall not constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the Issuer, nor shall any Series 2020 Bond or the interest thereon be a charge against the general credit or taxing powers of the Issuer; and

WHEREAS, the Series 2020 Bonds are not general obligations of the Issuer and are payable solely from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to Supplemental Lease No. 7, and, under certain circumstances, from the proceeds of the Series 2020 Bonds and insurance and condemnation awards; and

WHEREAS, the Issuer has heretofore issued its Taxable Industrial Revenue Bonds Series IX-A, 2016 and Series IX-B, 2016 (Textron Aviation Inc.) (collectively, "the Series 2016 Bonds") to finance or refinance a portion of the Project; and

WHEREAS, Textron Aviation desires to exercise its option to redeem a portion of the Outstanding Series 2016 Bonds and exercise its option to purchase the portion of the improvements, machinery and equipment financed with such Series 2016 Bonds (herein referred to as the "Series 2016 Improvements"); and

WHEREAS, the Issuer hereby determines it necessary and desirable to waive any notice provisions with respect to Textron Aviation's exercise of its option to redeem a portion of the Outstanding Series 2016 Bonds and purchase the Series 2016 Improvements;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS AS FOLLOWS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Master Indenture, as supplemented and amended (the "Indenture") and the Master Lease, as supplemented and amended (the "Lease").

Section 2. Authority to Cause the 2020 Improvements to be Constructed, Installed and Equipped. The governing body of the Issuer hereby declares that the 2020 Improvements, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the 2020 Improvements to be constructed, installed and equipped from the proceeds of the Series 2020 Bonds, all in the manner and as more particularly described in the Indenture and Lease herein authorized.

Section 3. Authorization of and Security for the Series 2020 Bonds. There is hereby authorized and directed to be issued the Series 2020 Bonds for the purposes set forth herein. The Series 2020 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series 2020 Bonds shall be equally and ratably secured and on a parity with any additional bonds to be issued under the provisions of the Indenture, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture. The Series 2020 Bonds shall be special limited obligations of the Issuer payable solely from the revenues derived by the Issuer pursuant to the Lease, or otherwise in connection with the Project. The Series 2020 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The Series 2020 Bonds shall be secured under the provisions of the Indenture and are authorized hereby.

Section 4. Authorization of Supplemental Indenture No. 7. The Issuer is hereby authorized to enter into Supplemental Indenture No. 7, under which the Series 2020 Bonds shall be issued upon the terms and conditions set forth in the Indenture.

Section 5. Lease of the 2020 Improvements. The Issuer shall cause the 2020 Improvements to be leased by the Issuer to Textron Aviation pursuant to and in accordance with the provisions of Supplemental Lease No. 7.

Section 6. Authorization of Bond Purchase Agreement. The Series 2020 Bonds shall be sold and delivered to Textron Aviation, as purchaser, upon the terms and subject to the provisions of the Bond Purchase Agreement.

Section 7. Authority to Cause Series 2016 Bonds to be Retired. The Issuer is hereby authorized to cause a portion of the Outstanding: (a) Series IX-A 2016 Bonds in the aggregate principal amount of \$8,000,000; and (b) Series IX-B 2016 Bonds in the aggregate principal amount of \$13,482,000 (collectively, the “Retired Bonds”), to be redeemed and paid on December 17, 2020 in accordance with the provisions of the Indenture.

Section 8. Authorization of Release Documents. The City is hereby authorized to execute and deliver to Gilmore & Bell, P.C., as Bond Counsel, a Bill of Sale conveying the Series 2016 Improvements financed with the Retired Bonds from the City to Textron Aviation and such additional terminations, releases and receipts as are deemed necessary and desirable by Bond Counsel, and the City Attorney in connection with the payment of the Retired Bonds (collectively, the “Release Documents”). Bond Counsel is hereby authorized to deliver the Release Documents to Textron Aviation upon receipt of a certification from the Trustee that no Retired Bonds remain outstanding under the Indenture.

Section 9. Execution of Series 2020 Bonds and Agreements. The Mayor of the Issuer is hereby authorized and directed to execute the Series 2020 Bonds and deliver the same to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Bond Documents and the Release Documents for and on behalf of and as the act and deed of the Issuer with

such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve (which approval shall be evidenced by his execution thereof) and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Series 2020 Bonds, the Bond Documents, the Release Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 10. Pledge of the Project. The Issuer hereby pledges the Project and the net revenues therefrom to the payment of the outstanding Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Bonds shall be deemed to have been paid within the meaning of the Indenture, as the same may be amended.

Section 11. Authority To Correct Errors, Etc. The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

Section 12. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Series 2020 Bonds, the Bond Documents and the Release Documents, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 13. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City of Wichita, Kansas and publication once in the official newspaper of the Issuer.

Remainder of the Page Intentionally Left Blank

PASSED by the Governing Body of the City of Wichita, Kansas, on December 8, 2020.

CITY OF WICHITA, KANSAS

(Seal)

By _____
Brandon J. Whipple, Mayor

Attest:

By _____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. 51-385 of the City of Wichita, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective dates stated in this ordinance, and that the signed original of such Ordinance is on file in my office.

[SEAL]

Karen Sublett, City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON DECEMBER 1, 2020**

The City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”) met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented for first reading on the governing body’s consent agenda an Ordinance entitled:

**AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO
ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES XII, 2020
(TEXTRON AVIATION INC.) FOR THE PURPOSE OF PROVIDING FUNDS TO
FINANCE THE COST OF ACQUIRING, MODIFYING AND EQUIPPING
MANUFACTURING FACILITIES, PURCHASING MACHINERY AND
EQUIPMENT AND RELATED CAPITAL INVESTMENTS IN THE WICHITA-
AREA AIRCRAFT MANUFACTURING FACILITIES AND OPERATION OF
TEXTRON AVIATION INC., AND ITS WHOLLY OWNED SUBSIDIARIES;
APPROVING THE EXERCISE OF THE OPTION TO PURCHASE CERTAIN
RELATED IMPROVEMENTS AND EQUIPMENT; AND AUTHORIZING
CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION
THEREWITH.**

Thereupon, Councilmember _____ moved that the consent agenda be passed. The motion was seconded by Councilmember _____. The motion that the consent agenda be passed, including passage upon first reading of said Ordinance, was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

* * * * *

(Other Proceedings)

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Karen Sublett, City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON DECEMBER 8, 2020**

The City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”) met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented for second reading on the Governing Body’s consent agenda an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES XII, 2020 (TEXTRON AVIATION INC.) FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE COST OF ACQUIRING, MODIFYING AND EQUIPPING MANUFACTURING FACILITIES, PURCHASING MACHINERY AND EQUIPMENT AND RELATED CAPITAL INVESTMENTS IN THE WICHITA-AREA AIRCRAFT MANUFACTURING FACILITIES AND OPERATION OF TEXTRON AVIATION INC., AND ITS WHOLLY OWNED SUBSIDIARIES; APPROVING THE EXERCISE OF THE OPTION TO PURCHASE CERTAIN RELATED IMPROVEMENTS AND EQUIPMENT; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

Thereupon, Councilmember _____ moved that the consent agenda be passed. The motion was seconded by Councilmember _____. The motion that the consent agenda be passed, including final passage of said Ordinance, was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Ordinance was then duly numbered Ordinance No. 51-385, was signed by the Mayor and attested by the Clerk, and the Ordinance was directed to be published one time in the official newspaper of the City.

(Other Proceedings)

* * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Karen Sublett, City Clerk

SECOND READING ORDINANCES FOR DECEMBER 1, 2020 (FIRST READ NOVEMBER 24, 2020)

a. ORDINANCE NO. 51-378

AN ORDINANCE APPROVING AN AGREEMENT REGARDING THE REASSESSMENT OF CERTAIN SPECIAL ASSESSMENTS LEVIED BY THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN INTERNAL IMPROVEMENTS.

b. ORDINANCE NO. 51-379

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES X, 2020 (HILTON GARDEN INN) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A HOTEL FACILITY; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

c. ORDINANCE NO. 51-380

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES XIII, 2020 (SPIRIT AEROSYSTEMS, INC. PROJECT) FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE COST OF ACQUIRING, CONSTRUCTING, MODIFYING IMPROVING AND EQUIPPING CERTAIN INDUSTRIAL AND MANUFACTURING FACILITIES, AND RELATED CAPITAL INVESTMENTS IN THE WICHITA-AREA AIRCRAFT MANUFACTURING FACILITIES AND OPERATIONS OF SPIRIT AEROSYSTEMS, INC., AND ITS WHOLLY OWNED SUBSIDIARIES; APPROVING THE EXECUTION AND DELIVERY OF CERTAIN PRIOR LEASE TERMINATION DOCUMENTS; AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

d. ORDINANCE NO. 51-381

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.

Case No. A20-06

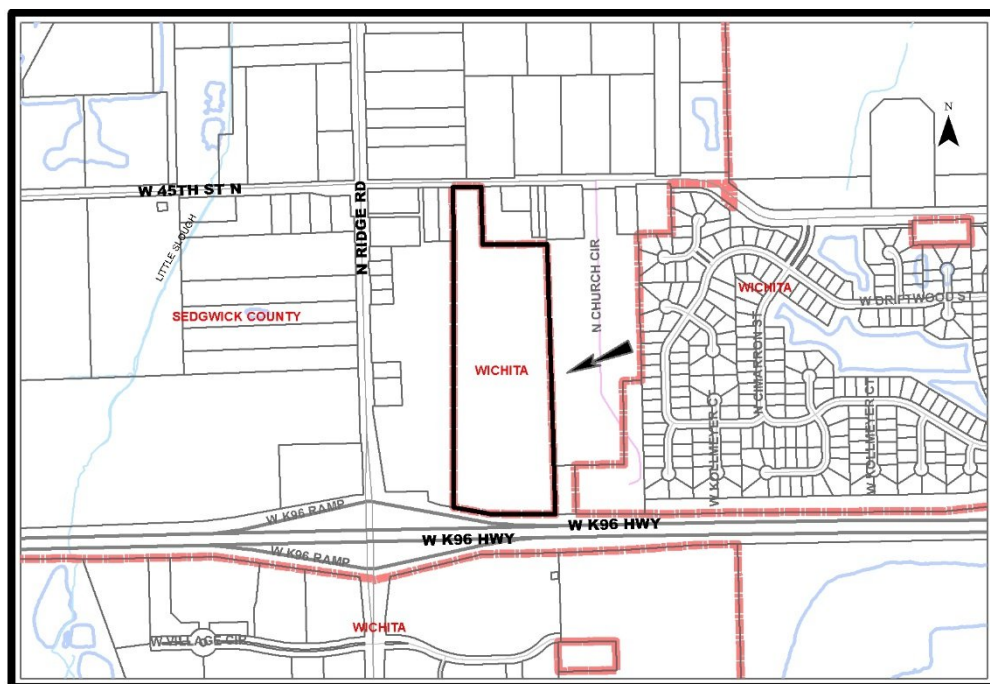
TO: Mayor and City Council

SUBJECT: SUB2017-00031 -- Plat of North Forty-Fifth Addition Located on the South Side of West 45th Street North, One-Eighth Mile East of North Ridge Road (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.



Analysis: The applicant has submitted a Certificate of Petition for sewer, water, drainage and paving improvements. The applicant has submitted a Restrictive Covenant in accordance with the City of Wichita Backyard Drainage Policy and to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Notice of Community Unit Plan (CUP) identifying the approved CUP and special conditions for development. The applicant has submitted a Restrictive Covenant limiting the site to residential development. The applicant has provided a Restrictive Covenant restricting the use of a 15-foot street, drainage and utility easement adjoining a narrow street right-of-way. The applicant has submitted an Emergency Access Easement.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the pertinent documents as to form and the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.

Attachments: Certificate of Petition.
Restrictive Covenants.
Notice of CUP.
Emergency Access Easement.

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, R&R Realty, LLC, a Kansas limited liability company, owners of NORTH FORTY-FIFTH ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Improvements
3. Paving Improvements
4. Storm Water Drain Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within NORTH FORTY-FIFTH ADDITION, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 9th day of November, 2020.

R&R Realty, LLC

By: 

Jay W. Russell, Manager

By: Ritchie Associates, Inc., Manager

By: 

Jeff Mullen, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 3rd day of November, 2020, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R&R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Lunette A. Sauber
Notary Public

(My Appointment Expires: 09-20-2022)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 9th day of November, 2020, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff Mullen, as President of Ritchie Associates, Inc., a Kansas Corporation, as Manager of R&R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Lunette A. Sauber
Notary Public

(My Appointment Expires: 09-20-2022)

RESTRICTIVE COVENANT
FOR ZONING RESTRICTION

THIS DECLARATION made this 9th day of November, 2020,
by R&R Realty, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

NORTH FORTY-FIFTH ADDITION

Lots 1 through 71, Block A

Lots 1 through 12, Block B

and

WHEREAS, the afore-described real property is presently zoned "LC" Limited Commercial zoning district and is proposed as residential lots in a portion of the North Forty-Fifth Addition.

and

WHEREAS, the Declarant has voluntarily chosen to impose restrictions upon the subject property in order to guarantee that the use and maintenance of the property will be harmonious with the neighboring lots in North Forty-Fifth Addition

NOW, THEREFORE, the Declarant, does hereby restrict the above described real property to the following uses.

1. All and only uses allowed in the "TF-3" Two Family Residential Zoning District.

This restriction shall not be altered, amended or terminated without a public hearing before the Wichita-Sedgwick County Planning Commission and the appropriate governing body. Notice of such hearings shall be given as would be required by law for a zoning change on the property.

Restrictive Covenant
Page 2 of 3

This restriction shall become null and void upon the approval of a zone change to "TF-3" Two Family Residential by the City Council of the City of Wichita, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title for the above described tracts located in Sedgwick County, Kansas.

Signed this 9th day of November, 2020.

R&R Realty, LLC

By: 

Jay W. Russell, Manager

By: Ritchie Associates, Inc., Manager

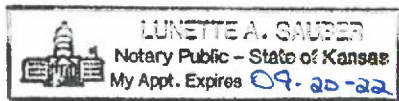
By: 

Jeff Mullen, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 3rd day of November, 2020, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R&R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



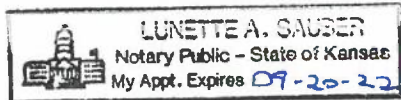
Lunette A. Gauber
Notary Public

(My Appointment Expires: 09-20-2022)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 9th day of November, 2020, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff Mullen, as President of Ritchie Associates, Inc., a Kansas Corporation, as Manager of R&R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Lunette A. Gauber
Notary Public

(My Appointment Expires: 09-20-2022)

RESTRICTIVE COVENANT

THIS DECLARATION made this 9th day of November, 2020, by R&R Realty, LLC, a
Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

NORTH FORTY-FIFTH ADDITION

Lots 1 through 71, Block A

Lots 1 through 12, Block B

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L" and "M", North Forty-Fifth Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is hereby reserved for open space, landscaping, drainage purposes, floodplain, berms, entry monuments, signs, playgrounds and related uses, sidewalks, lakes, pipelines as confined to easement, and utilities as confined to easement

Reserve "B" is hereby reserved for open space, landscaping, drainage purposes, lakes, public sidewalks, walking paths, emergency access purposes as confined to easement, and utilities as confined to easements.

Reserve "C" is hereby reserved for open space, landscaping, drainage purposes, lakes, public sidewalks, walking paths, swimming pools and related facilities, parking, recreational uses, streets as confined to easement, and utilities as confined to easements.

Reserve "D" is hereby reserved for open space, landscaping, drainage purposes, floodplain, berms, sidewalks, walking paths, and utilities as confined to easements.

Reserve "E" is hereby reserved for open space, landscaping, drainage purposes, floodplain, berms, sidewalks, entry monuments, signs, pipelines as confined to easement, and utilities as confined to easements.

Reserve "F" is hereby reserved for open space, landscaping, drainage purposes, berms, sidewalks, streets as confined to easement, and utilities as confined to easements.

Reserves "G", "K" and "L" are hereby reserved for open space, landscaping, drainage purposes, sidewalks, private drives, emergency access purposes as confined to easement, streets as confined to easement, and utilities as confined to easements.

Reserve "H" is hereby reserved for open space, landscaping, drainage purposes, private drives, emergency access purposes as confined to easement, a contingent dedication for public uses, and utilities as confined to easements.

Reserve "I" is hereby reserved for open space, landscaping, drainage purposes, playgrounds and related uses, public sidewalks, streets as confined to easements, and utilities as confined to easements.

Reserve "J" is hereby reserved for open space, landscaping, drainage purposes, sidewalks, private drives, emergency access purposes as confined to easement, and utilities as confined to easements.

Reserve "M" is hereby reserved for open space, landscaping, drainage purposes, public sidewalks, billboards and related appurtenances, access purposes as confined to easement, and utilities.

Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", and "L" shall be owned and maintained by the homeowners' association for the addition.

Reserve "M" shall be owned and maintained by R&R Realty, LLC, their heirs, successors, and assigns.

2. That a Homeowner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K" and "L", as designated on the plat of North Forty-Fifth Addition, shall be deeded to the Homeowner's Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Homeowner's Association being formed shall provide specific pertinent language requiring that the Homeowner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K" and "L", to North Forty-Fifth Addition under the same scope of responsibility as the initial phase of development.

4. A master drainage plan has been developed for this plat. All drainage easements, rights-of-way, and reserves shall remain at established grades (unless modified with the approval of the City Engineer) and shall be unobstructed to allow for the conveyance of stormwater in accordance with the Stormwater Manual. The maintenance of all drainageways and drainage facilities in backyard drainage easements and reserves shall be the responsibility of the property owner, and shall be enforced by the Homeowners' Association and be provided for in the Homeowners' Association covenants. The property owner shall provide a copy of the Individual Lot Grading Plan and the Individual Lot Grading Plan Certificate pertaining to such owner's lot to any person installing a lawn, landscaping, fencing, or other improvements or structures and require them to maintain the grade levels shown on the Individual Lot Grading Plan Certificate.

5. That the Homeowners' Association shall maintain the sidewalk system constructed within any platted Reserves. The City of Wichita shall maintain the sidewalk system within the street right-of-way.

6. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves, including sidewalks constructed outside of street right-of-way. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Homeowners Association, as may be appropriate, has failed to maintain the reserves in a reasonable and prudent manner.

and,

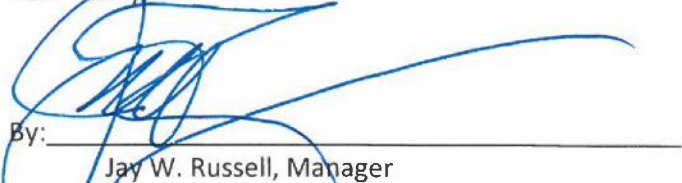
B. That the appropriate governing body has given written notice to the Declarant or the Homeowners Association and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Homeowners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots within North Forty-Fifth Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in all lots within North Forty-Fifth Addition, Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written.

R&R Realty, LLC

By: 
Jay W. Russell, Manager

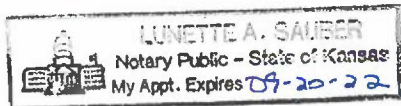
By: Ritchie Associates, Inc., Manager

By: 
Jeff Mullen, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 30 day of November, 2020, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R&R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



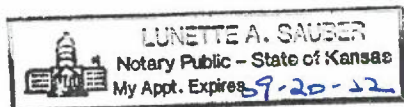
Lunette A. Sauber
Notary Public

(My Appointment Expires: 09-20-2022)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 9th day of November 2020, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff Mullen, as President of Ritchie Associates, Inc., a Kansas Corporation, as Manager of R&R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Lunette A. Sauber
Notary Public

(My Appointment Expires: 09-20-2022)

RESTRICTIVE COVENANT

THIS DECLARATION made this 9th day of November, 2020, by R&R Realty, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

NORTH FORTY-FIFTH ADDITION

Lots 1 through 71, Block A

Lots 1 through 12, Block B

WHEREAS, the Declarant is desirous in connection therewith that various restrictions be placed of record on the 15 foot street, drainage and utility easements.

NOW, THEREFORE, Declarant hereby declares and covenants that retaining walls, change of grade, fences, earth berms, and mass plantings shall be prohibited within the said easement. Furthermore, the Declarant hereby agrees that any planting within the said easement shall be reviewed by the City Forestry Division, prior to installation.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land, and is binding on all successors in title to all Lots, as platted in said North Forty-Fifth Addition, Wichita, Sedgwick County, Kansas.

EXECUTED the date and year first above written.

R&R Realty, LLC

By: 

Jay W. Russell, Manager

By: Ritchie Associates, Inc., Manager

By: 

Jeff Mullen, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 3rd day of November, 2020, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R&R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



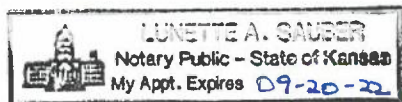
Lunette A. Gauser
Notary Public

(My Appointment Expires: 09-20-2022)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 9th day of November, 2020, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff Mullen, as President of Ritchie Associates, Inc., a Kansas Corporation, as Manager of R&R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Lunette A. Gauser
Notary Public

(My Appointment Expires: 09-20-2022)

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 9th day of November, 2020, by R&R Realty, LLC, a Kansas limited liability company, hereinafter called Declarant.

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

NORTH FORTY-FIFTH ADDITION

Lots 1 through 71, Block A
Lots 1 through 12, Block B

and

WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the Wichita City Council is on file with the Metropolitan Area Planning Department, known as the North Forty-Fifth Place Community Unit Plan (DP-301).

NOW, THEREFORE, the Declarant wants to make notice that the approved community unit plan has placed restrictions on the use and requirements on the development of the above described real property.

The Metropolitan Area Planning Department is located on the 2nd Floor, The Ronald Reagan Building, 271 West Third Street, Wichita, Kansas, (316) 268-4421.

The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lots 1 through 71, Block A, and Lots 1 through 12, Block B, North Forty-Fifth Addition.

EXECUTED the day and year first written above.

R&R Realty, LLC

By: _____

Jay W. Russell, Manager

By: Ritchie Associates, Inc., Manager

By: _____

Jeff Mullen, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 3rd day of November, 2020, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R&R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



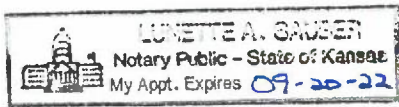
Lunette A. Sauber
Notary Public

(My Appointment Expires: 09-20-2022)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 9th day of November, 2020, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff Mullen, as President of Ritchie Associates, Inc., a Kansas Corporation, as Manager of R&R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Lynette A. Gausser
Notary Public

(My Appointment Expires: 09-20-2022)

EMERGENCY ACCESS EASEMENT

THIS EASEMENT made this 9th day of November, 2020, by and between R&R Realty, LLC, a Kansas limited liability company, of the first part and the City of Wichita, Kansas, of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of emergency access, over, along, and through the following described real estate situated in Sedgwick County, Kansas; to wit:

All of Reserves "G", "H", "J", "K" and "L", North Forty-Fifth Addition, Wichita, Sedgwick County, Kansas, TOGETHER with that part of Reserve "B" in said North Forty-Fifth Addition described as follows: Beginning at the northwest corner of said Reserve "B", said northwest corner also being the southwest corner of said Reserve "G"; thence N89°20'28"E coincident with the lot line common to said Reserves "B" and "G", 30.00 feet to a deflection corner in the north line of said Reserve "B", said deflection corner also being the northwest corner of Lot 39, Block A, in said North Forty-Fifth Addition; thence S01°16'08"E coincident with a segment of the north line of said Reserve "B", (and coincident with the west line of said Lot 39), 120.01 feet to a deflection corner in the north line of said Reserve "B", said deflection corner also being the southwest corner of said Lot 39; thence continuing S01°16'08"E coincident with the prolongation of the last described course, 23.26 feet; thence S89°20'28"W, 30.00 feet to the intersection with the west line of said Reserve "B"; thence N01°16'08"W coincident with the west line of said Reserve "B", 143.27 feet to the point of beginning.

The emergency access easement surface, gating apparatus and sign installation shall meet the minimum standards required by the City of Wichita Fire Department. The Developer shall be responsible for the installation of the surface, gating apparatus and sign within the emergency access easement area. The Lot Owners Association shall be responsible for the continued maintenance of the emergency access easement area.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, maintaining, and repairing such emergency ingress and egress easement.

This easement shall be binding on the owner(s), their heirs or successors, or assigns and is an easement running with the land and is binding on all successors in title for the above-described tracts located in Sedgwick County, Kansas.

IN WITNESS WHEREOF, the said party of the first part has signed this document the day and year first written.

R&R Realty, LLC


By: _____
Jay W. Russell, Manager

By: Ritchie Associates, Inc., Manager

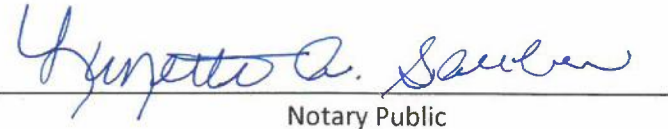

By: _____
Jeff Mullen, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 30th day of November, 2020, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R&R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



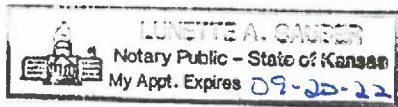

Notary Public

(My Appointment Expires: 09-20-2022)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 9th day of November 2020, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff Mullen, as President of Ritchie Associates, Inc., a Kansas Corporation, as Manager of R&R Realty, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Lunette A. Gauger
Notary Public

(My Appointment Expires: 09-20-2022)

Approved as to form:

Jennifer Magaña
Jennifer Magaña, City Attorney and Director of Law